रजिस्ट्री सं० डी० 222 (पत्र) REGISTERED No. D. 222

भारत का राजपत्र
The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 30] नई दिल्ली शनिवार, जुलाई 26, 1969/श्रावण 4, 1891
No. 30] NEW DELHI, SATURDAY, JULY 26, 1969/SRAVANA 4, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस
NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 10 जुलाई, 1969 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 10th July, 1969:—

Issue No.	No. and Date	Issued by	Subject
221	S.O. 2698, dated 1st July, 1969.	Ministry of Law	Errata to S.O. 1037, dated 11th March, 1969.
222	S.O. 2699, dated 2nd July, 1969.	Ministry of Foreign Trade and Supply.	The Essential Commodities (Regulation of Production and Distribution for Purposes of Export) (Third Amendment) Order, 1969.
	का० आ० 2700, दिनांक 2 जुलाई, 1969।	विदेश व्यापार और आपूर्ति मंत्रालय।	आवश्यक वस्तु (निर्यात के प्रयोजनों के लिये उत्पादन और वितरण का विनियमन) (तृतीय संशोधन) आदेश, 1969।
223	S.O. 2701, dated 2nd July, 1969.	Ministry of Foregin Trade and Supply.	Delegation of Powers of Director Shri S. K. Modwel, Dy. Secy.

Issue No.	No. and Date	Issued by	Subject
	का० आ० 2702, दिनांक 2 जुलाई, 1969।	विदेश व्यापार और आपूर्ति मंत्रालय।	उप-सचिव श्री एस० के० मौदवेल को निदेशक की शक्तियां प्राधिकृत करना।
224	S.O. 2703, dated 2nd July, 1969.	Election Commission of India.	Election to the Council of States by the elected members of the Legislative Assembly of West Bengal.
	एस० ओ० 2704, दिनांक 2 जुलाई, 1969।	भारत निर्वाचन आयोग	पश्चिमी बंगाल विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।
225	S.O. 2705, dated 3rd July, 1969.	Ministry of Finance	The Gold Control (Indentification of Customers) Rules, 1969.
	S.O. 2706, dated 3rd July, 1969.	Do.	The Gold Control (Licensing of Dealers) Rules, 1969.
226	S.O. 2707, dated 4th July, 1969.	Ministry of Foreign Trade and Supply.	Authorising Shri Jagdish Narain Sharma to take over the management of the Mahalaxmi Mills Company Ltd., Beawar.
227	S.O. 2813, dated 7th July, 1969.	Ministry of Law	Calling upon the elected members of the Legislative Assembly of the Union Territory of Pondicherry to elect a member to fill the vacancy in the Council of States.
	एस० ओ० 2814, दिनांक 7 जुलाई, 1969।	विधि मंत्रालय	पांडिचेरी की विधान सभा के निर्वाचित सदस्यों को, राज्य सभा में होने वाले रिक्त स्थान की पूर्ति के लिये एक सदस्य के चुनाव का आमन्त्रण देना।
228	S.O. 2815, dated 7th July, 1969.	Ministry of Information and Broadcasting.	Approval of the films as specified in the schedule therein.
	एस० ओ० 2816, दिनांक 7 जुलाई, 1969।	सूचना तथा प्रसारण मंत्रालय।	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
229	S.O. 2817, dated 7th July, 1969.	Election Commission of India.	Appointment of dates for Pondicherry Council of States election (S.O. 2813).
	S.O. 2818, dated 7th July, 1969.	Do.	Fixation of hours for Pondicherry Council of States election (S.O. 2813).

Issue No.	No. and Date	Issued by	Subject
	S.O. 2819, dated 7th July, 1969.	Election Commission of India	Designating Shri J. N. Benoit, Secretary, Pondicherry Legislative Assembly, Pondicherry to be the Returning Officer for the election to the Council of States. (S.O. 2813).
	S.O. 2820, dated 7th July, 1969.	Do.	Appointment of Shri A. M Joseph, Special Officer (elections). Pondicherry, to assist the Returning Officer for the election to the Council of States. (S.O. 2813).
	एस० ओ० 2821, दिनांक 7 जुलाई, 1969।	भारत निर्वाचन आयोग	पांडिचेरी विधान सभा, राज्य सभा के निर्वाचन के लिये तारीख नियत करना (एस० ओ० 2814)
	एस० ओ० 2822, दिनांक 7 जुलाई, 1969।	तदैव	पांडिचेरी संघ राज्य क्षेत्र से राज्य सभा के लिये होने वाले निर्वाचन के लिये समय नियत करना (एस० ओ० 2814)।
	एस० ओ० 2823, दिनांक 7 जुलाई 1969।	तदैव	राज्य सभा के लिये होने वाले निर्वाचन के लिये पांडिचेरी विधान सभा के सचिव श्री जे० एम० बैनोइट के रिटर्निंग आफिसर के रूप में पदाभिहित करना (एस० ओ० 2814)।
	एस० ओ० 2824, दिनांक 7 जुलाई, 1969।	तदैव	राज्य सभा के लिये होने वाले निर्वाचन के लिये रिटर्निंग आफिसर की सहायता के लिये श्री ए० एम० जोसफ, विशेष आफिसर (निर्वाचन), पांडिचेरी को सहायक रिटर्निंग आफिसर नियुक्त करना (एस० ओ० 2814)।
230	S.O. 2825, dated 9th July, 1969.	Ministry of Foreign Trade and Supply.	Amendments to the Notification No. S.O. 1022, dated the 26th March, 1966.

Issue No.	No. and Date	Issued by	Subject
231	S.O. 2826, dated 9th July, 1969.	Ministry of Industrial Development Interal Trade and Company Affairs.	Authorising the Maharashtra State Textile Corporation to take over the management of M/s. Digvijay Spinning and Weaving Co., Ltd., Bombay.
232	S.O. 2827, dated 10th July, 1969.	Ministry of Foreign Trade and Supply	Quality Control and Pre-Shipment Inspection of Corriander
	S.O. 2828, dated 10th July, 1969.	Do.	Recognition of grade designation mark with respect to Corriander.
233	S.O. 2829, dated 10th July, 1969.	Ministry of Information and Broadcasting.	Approval of films specified in the schedule therein.
	एस० ओ० 2830, दिनांक 10 जुलाई, 1969।	सूचना और प्रसारण मंत्रालय।	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
234	S.O. 2831, dated 10th July, 1969.	Ministry of Law	Result of certain seats of the Council of States of West Bengal.
	S.O. 2832, dated 10th July, 1969.	Do.	The names of the members elected to the Council of State by the elected members of the Legislative Assembly of the State of West Bengal.
	एस० ओ० 2833, दिनांक 10 जुलाई, 1969।	विधि मंत्रालय	पश्चिमी बंगाल राज्य सभा के कुछ निर्वाचन स्थानों का परिणाम।
	एस० ओ० 2834, दिनांक 10 जुलाई, 1969।	तदैव	पश्चिमी बंगाल राज्य विधान सभा के निर्वाचित सदस्यों द्वारा निर्वाचित सदस्यों के नाम जो राज्य सभा के लिये चुने गये।

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिएं।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES & METALS

(Department of Mines and Metals)

New Delhi, the 11th July 1969

S.O. 2940.—In exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a part-time Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation that may be payable under the said Act in place of the Tribunal constituted under the notification of the Government of India in the late Ministry of Mines and Metals S.O. No. 405, dated the 27th/28th January, 1967.

[No. C2-1(7)/64.]

M. S. K. RAMASWAMI, Dy. Secy.

ERRATUM

In the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Petroleum and Chemicals) Order No. F 45(5)/69-IOC(I), dated 13th June, 1969, published in the Gazette of India, Part II Section 3 Sub-section (ii), dated the 28th June, 1969 its S.O. No. should be *read* as "2492" *instead of* "2493".

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Agriculture)

ORDER

New Delhi, the 18th July 1969

S.O. 2941.—In exercise of the powers conferred by Section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Agriculture), No. S.O. 1958, dated the 13th May, 1969, namely:—

In the said notification, in the first paragraph, condition (ii) shall be omitted, and condition (iii) shall be re-numbered as condition (ii).

[No. 24-4|68-L.D.III.]

S. J. MAJUMDAR, Addl. Secy.

(Department of Agriculture)

CORRIGENDUM

New Delhi, the 9th July 1969

S.O. 2942.—In the Schedule of Tariff Value for 1969-70 notified as S.O. 2337, dated the 16th June, 1969:—

(i) under S. No. 17, Tobacco, unmanufactured—Flue-cured Virginia—after the words and letters "Class IV, Grades DB, DG, Bright-" *read* "PL" *for* "PD"; and

(ii) below S. No. 19, insert the figures "20" in Column 1 against the words "Wheat, Flour—" and delete the figures "20" shown against the word "Suji".

[No. F. 4-3/69-Econ.Py.]

M. L. GUPTA, Under Secy.

MINISTRY OF HEALTH FAMILY PLANNING, W. H. AND URBAN DEVELOPMENT

(Department of Health)

New Delhi, the 17th July 1969

S.O. 2943.—In pursuance of clause (d) of rule 2 of the Indian Medical Council (Election of Licentiated) Rules, 1965, published with the notification of the Government of India in the late Ministry of Health No. GSR 216, dated the 5th February, 1965, the Central Government hereby appoints Dr. R. S. Chawla, Deputy Assistant Director General (AR) as Returning Officer for the conduct of election of members to the Medical Council of India under clause (d) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956).

[No. F. 4-22/69-MPT.]

R. N. SINHA, Under Secy.

(Department of Health)

New Delhi, the 17th July 1969

S.O. 2944.—In exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government, after consultation with the Drugs Technical Advisory Board, hereby makes the following rules further to amend the Drugs and Cosmetics Rules, 1945, the same having been previously published as required by the said sections, namely:—

1. The rules may be called the Drugs and Cosmetics (Fourth Amendment) Rules, 1969.

2. In the Drugs and Cosmetics Rules, 1945, in rule 65, in the 'Explanation' after clause (15), for sub-paragraphs (b) and (c) of paragraph (ii), the following shall be substituted, namely:—

"(b) is a registered pharmacist as defined in the Pharmacy Act, 1948:

Provided that in those States (including Union territories) where the first register of pharmacists under section 29 of the said Act has not been prepared, a person possessing qualifications to have his name entered in that register shall be deemed to be a qualified person till such time as that register is prepared, or

(c) has not less than four years' practical experience of dispensing which is in the opinion of the licensing authority adequate and has been approved by that authority as a 'qualified person' on or before the 30th September, 1969."

[No. F. 1-55/68-D.]

S. SRINIVASAN, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

CORRIGENDUM

New Delhi, the 16th July 1969

S.O. 2945.—In the notification of the Government of India in the Department of Communications (P. & T. Board) No. S.O. 2103, dated the 23rd May, 1969, published at page 2235 of the Gazette of India—Part II—Section 3—Sub-section (ii)

dated the 31st May, 1969, relating to the Indian Post Office (Seventh Amendment) Rules, 1969, in rule 2, *for* "Explanation", *read* "Exception".

[No. 41/3/68-CI.]

M. K. DEENA DAYALAN,
Director (Postal Technical).

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 15th July 1969

S.O. 2946.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed heretoin Gujarat to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(1) Sub-Section 4 of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Centra Act XXXVII of 1952).

(2) Sub-Section (3) of Section 5 and Section 9 of Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).

(3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation Act 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
1	Mahitichitra No. 110	268·21M	Director of Information, Government of Gujarat, Sachivalaya, Ahmedabad-15.		Film dealing with news and current events (For release in Gujarat Circuit only).

[No. F. 24/1/69-FP App. 1369.]

BANU RAM AGGARWAL Under Secy.

सूचना और प्रसारण मंत्रालय

आदेश

नई दिल्ली, 15 जुलाई, 1969

एस० ओ० 2947.—इसके साथ लगी प्रथम अनुसूची मे निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशो के अनसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्द्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके गुजराती भाषा के रूपान्तरों सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 मे दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

(1) चलचित्र अधिनियम, 1952 (1952 का 37वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।

(2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 17वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।

(3) सौराष्ट्र सिनेमा (विनियम) अधिनियम 1953 (1953 का 17वां सौराष्ट्र अधिनियम) की धारा 5 की उपधारा (4) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि०मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमैन्ट्री फिल्म है।
(1)	(2)	(3)	(4)	(5)	(6)
(1)	महितिचित्रा संख्या 110	268.21 मीटर	प्रचार निदेशक, गुजरात सरकार सचिवालय, अहमदाबाद-15		समाचार और सामयिक घटनाओं की फिल्म (केवल गुजरात सर्किट के लिये)।

[सं० फ० 24/1/69-एफ० पी० परिशिष्ट 1369]

बानू राम अग्रवाल, अवर सचिव।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 11th June 1969

S.O. 2948.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial disputes between the employers in relation to Messrs. E. C. Bose and Company Private Limited, Calcutta and their workmen, which was received by the Central Government on the 31st May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 10 OF 1969

PARTIES:

Employers in relation to Messrs. E. C. Bose and Company Private Limited.

AND

Their workmen

PRESENT:

Shri B. N. Banerjee—*Presiding Officer.*

APPEARANCES:

On behalf of Employers—Shri R. Das Gupta, Labour Advisor.

On behalf of Workmen—Shri P. K. Ganguly, Working President, National Union of Waterfront Workers.

STATE: West Bengal INDUSTRY: Port & Dock

AWARD

By Order No. 28|96|68-LR.III, dated January 20, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Emp'oyment), referred the following dispute in relation to Messrs. E. C. Bose and Company Private Limited, Calcutta and their workmen, to this tribunal, for adjudication, namely:

"SCHEDULE

(i) Whether the demand of the workmen employed by Messrs. E. C. Bose and Company Private Limited, Calcutta for Permanent Port perints is justified

(ii) If so, to what relief are they entitled?"

2. Both the parties filed their respective written statement but did not elect to fight. At the hearing today, there was a joint petition of compromise filed setting the dispute. Since the dispute has been settled, on the basis of a compromise, I pass an award in terms thereof.

3. Let the petition of compromise form part of this award.

Dated, May 26, 1969.

(Sd.) B. N. BANERJEE,
Presiding Officer.

BEFORE SHRI B. N. BANERJEE, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

In the matter of Reference No. 10 of 1969

AND

In the matter of an industrial dispute

BETWEEN

The Employers in relation to Messrs. L. C. Bose & Company Private Limited, 13-A, St. George Terrace, Hestings, Calcutta-22 (hereinafter referred to as "the Company")

AND

Their Workmen represented by National Union of Waterfront Workers 10, Mohan Chand Road, Calcutta-23 (hereinafter referred to as "the Union")

The humble joint petition of the Company and the Union above named.

Most Respectfully Showeth:

1. That the Company and the Union have amicably settled the dispute mentioned in the Schedule to the present order of Reference on the following terms and conditions:

(a) The Union hereby agree and accept that the workmen in the categories of Cleaning Gang Workers, Markingmen, Riggers, Carpenters and Gear Handling Workers are exclusively appointed and employed by Contractors who receive contracts from the Company for carrying out various assignments, *e.g.* Cleaning, Marking, Rigging, Carpentary, and Gear Handling in ships, and for all such assignments, the Contractors control and supervise the workmen aforesaid and pay time wages on "no-work-no-pay" basis. That although the Company sponsor applications for issue of Port Permits to the workmen aforesaid there is no employer-employee relationship between the Company and such workmen because such sponsoring of application is a mere formality.

(b) In consideration of the premises and conditions stated in (a) above, the Company agree that the Contractors shall be directed to obtain Permanent Port Permits for workmen who have put in 12 (twelve) months service.

(c) The Union assures that it shall not in any way implicate the Company in future in any matter/dispute connected with the workmen aforesaid.

The petitioners most humbly pray that the Honourable Tribunal may be graciously pleased to approve the terms and conditions stated hereabove and pass an Award in terms of this petition.

And for this act of kindness, your petitioners as in duty bound shall every pray.

(Sd.) P. K. GANGULY,
Working President,
National Union of
Waterfront Workers

(Sd.) R. DAS GUPTA,
Labour Adviser
E. C. Bose & Company Private Ltd.
26-5-1969

Dated, Calcutta the 26th May 1969.

[No. 28/96/68-LR.III.]

New Delhi, the 9th July 1969

S.O. 2949.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to V. Patel and Company and 434 others and their workmen, which was received by the Central Government on the 27th June, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-13 OF 1967

PARTIES:—

Employers in relation to Messrs V. Patel & Co., Bombay and others as per Appendix "A" attached.

AND

Their Workmen.

PRESENT

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers:—

Shri P. P. Khambatta, Counsel with Shri P. H. Purav, for employers Nos. 1, 2, 4 to 11, 12 to 16, 18 19, 21, 24, 25, 26, 27, 28 to 31, 34 to 60 62, 64 to 73, 76, 78, 79, 81 to 83, 91, 92, 94, 95, 99, 100, 101, 104, 106, 110, 111, 113, 116, 117, 118, 120, 122, 125, 126, 127, 128, 132, 133, 135 to 137, 140, 141, 153, 155, 156, 159, 160, 165, 172, 173, 174, 178A, 181, 187, 188, 195, 196, 198, 199, 204, 205, 208, 213 to 216, 218, 220, 236, 251, 252, 254, 257, 264, 269, 277, 279 280, 285, 286, 287, 288, 289, 290, 292, 293, 294, 296, 297, 299, 302, 303, 304, 307 to 311, 316, 318, 331, 341, 345, 347, 353, 356, 359, 360.

Shri L. C. Joshi Labour Adviser, Bombay Chamber of Commerce & Industry for Nos. 20, 22, 23, 77, 79, 80, 96; 100; 107.

Shri Nadkarni, Advocate for Nos. 295.

Shri D. K. Desai for No. 157.

Shri F. L. Bararwalla and Shri S. D. Marathe for 93.

Shri G. K. Banatwalla for No. 229.

Shri Narayan Shatty, Advocate for 30.

Shri Y. M. Rane for 77.

Shri J. M. Mani for 416.

Shri K. S. Sawant for 293.

Shri Dhirajlal P. Bhatt for 231.

Shri Maganlal Mulji for 244.

Shri Hari Narayan Shinde for 33.

Shri R. P. Wachha for 89.

Shri S. S. Chiniwala, Addvocate for 48.

Shri S. V. Shah, Advocate for 178.

Shri A. T. Joshi, Labour Adviser for 3.

Shri J. S. Dieas for 10.

Shri M. N. Trivedi for 85.

Shri V. S. Vedant for 347.

and the following employers in person:

Nos. 33, 67, 121, 138, 164, 187, 189, 210, 231, 241, 242, 246, 260, 268, 275, 300, 313, 314, 328, 342, 343, 354, 356, 370, 321, 329, 327, 88, 131, 193, 226, 351, 217, 261, 244, 252, 269, 275, 302, 116, 83, 178, 164, 89, 269.

Shri K. Venkateswaralu, Secretary for 428.

Shri L. J. Fernandez and Shri V. Devanathan Assistant Personnel Manager and Assistant Manager respectively for 404.

Shri S. K. Damodaran, Legal Assistant for 416.

Shri J. S. C. Solomon, Assistant for 386

Shri V. Gopalakrishana, Assistant, Mettur Industries Ltd., which is amalgamated with W. A. Beard sell & Co. Ltd.

Shri T. Authimoolam, Assistant Manager for 384.

Shri T. S. Gopolan, Advocate for 421.

Shri P. R. Govindaswamy Iyer, Advocate for 413.

Shri C. N. N. Swamy for 206.

Shri V. R. Rajamani for 390

For the Workmen:—Shri N. K. Somani, Advocate with Shri S. R. Kulkarni, Secretary and Shri I. S. Sawant, Office Secretary, with Shri S. R. Wagh, Advocate for the Transport and Dock Workers, Union.

Shri S C. C. Anthoni Pillai, President, Transport and Dock Workers' Union and President General Workers' Union, Madras.

Shri S. M. Narayanan, General Secretary, Madras Port and Dock Workers' Congress.

Shri A. Srinivasan, Secretary and Shri S Thangasamy, for the Madras Harbour Workers' Union.

STATE: Maharashtra & Tamil Nadu.

INDUSTRY: Clearing and Forwarding.

Bombay dated 31st May, 1969.

AWARD PART I

The Government of India in the Ministry of Labour and Employment by their Order No. 28(14)/67 LRII dated 24th May, 1967 have referred to this Tribunal for adjudication an industrial dispute existing between the employers specified in schedule 1 and their workmen in respect of the matters specified in the following schedule II.

SCHEDULE II

"Whether the employers specified in schedule I hereby annexed are justified in not implementng the recommendations made by the Central Wage Board for Port and Dock workers from time to time in respect of the payment of interim relief and additional dearness allowance to their employees with retrospective effect? If so what scheme of dearness allowance are their employees entitled to and from what

date and what should be the proper scales of pay for the said employees the method of classification, fixation and adjustment in the revised pay scale and from what date."

2. Schedule I which specifies the names and addresses of the employers is attached to this award as appendix 'A' and it will be found that including employer No. 178A it specifies in all 429 employers. Out of them 354 are from Bombay and 75 from Madras. Subsequently Government in exercise of the powers conferred by sub-section (5) of section 10 of the Industrial Disputes Act by order dated 2nd September, 1967 included six more employers in this reference. Orders were sent to them by registered post and these establishments were also added as parties and thus there are in all 435 employers and their workmen who are concerned in this reference. All these employers are Clearing and Forwarding Agents and Dalals who are issued licences and permits by the customs and port authorities.

3. The workmen from Bombay are represented by the Transport and Dock Workers' Union, Bombay and those from Madras are represented by (1) The Madras Port and Dock Workers Congress and (2) the Madras Harbour Workers' Union.

History and Background of the Dispute

4. The facts and circumstances leading to the dispute and this reference may be stated in brief as follows:—

The Government of India, Ministry of Labour and Employment by Resolution No. WB-21(4)/64 dated 13th November, 1964 have constituted a Central Wage Board for the Port and Dock Workers at major ports. In accordance with the principles of the Industrial Truce Resolution and the evolution of wage policy after Independence Government of India in their policy statement emphasised the promotion of fair wage agreements in more organised industries and have also with a view to work out a wage structure based on the principles of fair wages as set forth in the Report of the Committee on Fair Wages constituted a Tripartite Central Wage Board for Port and Dock workers employed in the major ports. It was desired that within three months of the date when the Board started its work it would submit its recommendations regarding the demand of labour in respect of interim relief pending submission of the final report. Accordingly the Wage Board had in the middle of April 1965 made unanimous recommendations with regard to interim relief to be given to the port and dock workers. The Government by their resolution No. WB-21(13)/65 dated 27th April, 1965 accepted those recommendations regarding the interim relief and requested the concerned employers to implement the same as early as possible. But a majority of the employers refused to implement the recommendations of the Wage Board which originated the dispute. A copy of the recommendations of the Wage Board is attached herewith as Appendix "B".

5. After Government issued its notification accepting the recommendations of the Central Wage Board the Transport and Dock Workers' Union represented that the employees were the dock workers and requested all the employers in the clearing and forwarding business in Bombay to implement the said recommendations and grant interim relief and pay additional dearness allowance recommended by the Central Wage Board with effect from the dates stipulated in the recommendations of the Board. They also made this demand on the Bombay Customs House Clearing Agents Association which was the representative Association of the clearing and forwarding agents in Bombay. The employers however declined to implement the recommendations of the Wage Board on the ground that the employees of the Customs House Clearing and Forwarding Agents are not covered by the said recommendations and they were not dock workers. The Bombay Customs House Clearing Agents' Association also turned down the demand and the Union therefore gave a notice of strike to all the clearing and forwarding agents informing them that if the employers failed to implement the recommendations of the Central Wage Board, the employees would have to go on strike and withdraw their labour until their demand was conceded.

6. The Union had also expressed its willingness and readiness to negotiate a settlement of the dispute whereupon the Assistant Labour Commissioner (Central) Bombay intervened and made attempts to bring about a settlement. Joint discussions were held with the representatives of the Association and the representatives of the union and it was agreed that the indefinite strike which was to commence on 16th October 1966 should be postponed until 31st October, 1966 during which

period the parties would again discuss the matter and come to an agreed settlement. It is alleged that as no accord was possible all the employees working in the various clearing and forwarding agents offices in Bombay went on strike from 1st November 1966. During the currency of the strike also afforts were made to bring about a settlement and ultimately a settlement was arrived at and consequently the strike was called off on 7th November, 1966.

7. According to the said settlement the employers agreed to pay certain amounts by way of interim relief to the workmen with effect from 1st September 1966. They further agreed to refer to the Industrial Tribunal the differences between the union and the employers as to whether the employers were justified in not implementing the recommendations made by the Central Wage Board. A report was also made by the Assistant Labour Commissioner (Central), Bombay to the Government of India whereupon Government in exercise of their powers conferred under the provisions of section 10(1)(d) of the Industrial Disputes Act referred this dispute for adjudication.

8. At about the time of the strike in the Bombay docks by the Bombay workers there was also agitation in Madras and the port and dock workers at Madras had made various demands to the employers including the clearing and forwarding agents. There were conferences and the Madras Port and Dock Workers' Union and the Madras Port and Dock Waterfront Workers Federation had passed resolutions about the workers' grievances and had also by their notice dated 6th November 1966 threatened to go on strike if the assurances given and the demands made were not conceded. The charter of demands included the implementation of the interim recommendations made by the Wage Board. The matter was also reported to the Government of India and it appears considering the reports both from Bombay and Madras that as the dispute related to common demands by workers at the two major ports against the same class of employees the Government included the employers and the workers from both these places as parties in this reference.

9. After the receipt of the order of reference notices were issued to the 435 employers and the unions by registered post. Many of these employers had been served with notices and have filed written statements. Notices were again issued to those employers who had not filed their statements and also to those who were not served giving them an opportunity to put forth their contentions regarding the reference. A list of those who have not been served at all is appended here in as appendix 'C' to this award. The majority of the Bombay workers is represented by the Transport and Dock Workers' Union and they have filed their statement of claim through it. For the information of the workmen who were concerned in the dispute but who were not members of the Transport and Dock Workers' Union notices were issued to them through their employers but they have not appeared and filed any claim statement. The Madras employers and workers have filed their statements. The Madras employers have challenged the validity of the reference on different grounds and I shall first state the summary of the statements and pleadings of the workers and employers from Bombay.

Contentions Raised by the Bombay Workmen.

9. The Transport and Dock Workers' Union Bombay, has by its statement of claim contended that they represented the employees of employers serial Nos. 1 to 143, 145, 146, 148 to 153, 155 to 160, 162 to 166, 168 to 169; 181 to 184; 186 to 205; 207 to 222 and 224 to 231 and 233 to 235. They have stated that these employers employ about 3000 workmen who are engaged in connection with the clearance of goods to and from the Bombay Docks and the employees are all dock workers. They have to prepare customs documents on the basis of the documents received from the parties and process them in the customs house. They get the goods examined in the docks and get the consignment out of the customs authority. They attend to the work of payment of the port charges and other dues. After the customs and port trust formalities are over they take delivery and transport the goods by trucks and handcarts for delivery to the party for warehousing into the private godowns or to despatch to up country by railway wagons and if the goods are bonded they transport the goods under the Port Trust and Customs supervision to the Port Trust appointed warehouses or private warehouses.

10. In dealing with the export cargo also they are doing work in connection with the loading. They receive the goods from rail or road transports and store

the same in the private godowns pending export. They prepare the export documents on the basis of the documents received from the parties process them in the customs house. They also transport the goods from the godown to the dock transit sheds and hand them over to the Port Trust for custody and shipment. They get the goods examined in the docks and obtain customs permission to get them exported. After the shipment they obtain mate's receipts from the Port Trust and further obtain bills of lading from the shipping company in exchange for the mate's receipts and send them to the exporter or his agent, and thus the duties that each of these employees perform relate to the normal port and dock activities and all these employees are dock workers within the meaning of the term as defined by the Dock Workers (Regulation of Employment) Act, 1948. They are covered by the recommendations of the Wage Board and are entitled to get the relief recommended.

11. It has been further contended that Government by their resolution dated 16th July 1966 amended the earlier resolution dated 27th April 1965 by substituting in place of clause 5 of clause E in para 1 of the appendix, a clause, including persons mainly employed in a dock as defined in paras 2 and 3 of the Dock Workers (Safety, Health and Welfare) Scheme 1961, and that the workmen who work in the dock, wharf, or quay or warehouse or store place situated in the vicinity of the docks or railway siding used in connection with the docks are covered by the recommendations of the Wage Board. The work of clearing and forwarding agents was mainly to move the goods from place to place in port area, to move them further to the customs area which was also situated in the vicinity of the docks and then further to move the goods back to the Port Trust sheds and deliver them from the Port Trust sheds in the docks or in the vicinity of docks to the outside party. In the matter of the export the position was reversed and thus the work of the employees of the clearing and forwarding agents was dock work and they were employed in a dock defined in the Dock Workers (Safety, Health and Welfare) Scheme, 1961, and were entitled to the interim relief under the recommendations.

12. It was further contended that Government by their Resolution dated 19th October 1966 had accepted the recommendations of the Central Wage Board for the grant of a second interim relief and the union had also requested the concerned employers to implement the said recommendations regarding the second interim relief and the employees are entitled to claim the interim relief, dearness allowance and second interim relief.

Technical Pleas

13. Regarding the technical pleas of the employers the union has alleged that at the time of the settlement dated 7th November 1966 the employers have agreed to give certain reliefs *viz.*, Rs. 20/- to the clerks and Rs. 18/- to the mazdoors by way of interim relief with effect from 1st September 1966. They have further agreed to refer to the Industrial Tribunal the difference between the union and the employers and the only question to be decided was whether the employees were covered by the recommendations of the Wage Board and the employers were estopped from raising other technical grounds.

14. It has been further contended that the questions whether the recommendations of the Central Wage Board were legally binding on the parties and whether the individual employers listed in the present order of reference were heard or given opportunity of being heard or that the financial burden that would flow from the recommendations of the Board would be borne by the companies were issues not relevant for the purpose of this reference. Moreover at the time of the settlement the employers had made it clear that according to them the clearing and forwarding agents were not covered by the terms of reference of the Wage Board and the only question in dispute was whether the Wage Board was competent under its terms of reference to make recommendations in respect of the employees engaged by the clearing and forwarding agents, and if so whether the recommendations made by the said Wage Board covered the said employees and so the employers are now estopped from raising similar other issues.

15. It has been submitted that in pursuance of clause 2 of the settlement between the employers and the union the Government of India had referred the dispute in question for adjudication to this Tribunal. By the first part of the reference the Tribunal has to decide whether the employers specified in the schedule to the order of reference were justified in not implementing the recommendations made by the Central Wage Board for Port and Dock workers from time to time. The second part of the reference assumes that the decision of the Tribunal on the first part is in the positive and hence it is necessary first to deal with the

first part of the reference and considering this wording in the order the union has filed the statement of claim only in respect of the first part of the reference and in case it was held that the employers were justified in not implementing the recommendations of the Wage Board then the union should be permitted to file a further reply and it has been prayed that as the employees are covered by the recommendations of the Wage Board it should be held that the employers were not justified in not implementing the recommendations and they should be directed to pay the interim relief to the employees.

Plea raised by the Bombay Employers

16. I have already stated that many of the employers have filed statements in reply to the reference and though there is some difference in the contentions about the details there are common points and I shall first state these contentions.

17. The main contention raised by almost all the employers is in respect of the status of the workers. All of them have disputed the claim of the unions that the employees in question were dock workers. They have alleged that the Government of India in their Resolution No. WB(21)/4/64 had prescribed the terms of reference and the employees to be covered within the purview of the Wage Board but the workers in their employ were not covered by any of the clauses of the Resolution and the Wage Board recommendations are not applicable to them for want of jurisdiction in the Board. They have mentioned the activities of the Customs House Agents in respect of both import and export trade and have alleged that these employees were not employed on work in connection with loading, unloading, movement or storage of cargoes which work was done by the Port Trust labour and stevedore workers and the workers engaged by them were not entitled to claim any benefit under the recommendations.

18. It has been further contended that the Dock Workers (Regulation of Employment) Act was passed to provide for regulating the employment of dock workers and envisaged the making of schemes for their registration and the definition of the word 'dock worker' has to be read in the context of the scheme of the Act. The object of the Act was to reduce the hardship due to unemployment and underemployment and it did not intend to regulate the employment of the employees of the customs house agents. They have contended that pursuant to the Act the Dock Workers Regulation of Employment Scheme 1956 has been framed. It applies only to the dock workers of the description of stevedore workers, foremen, winchmen, tyndals etc., and applying this test the employees in question could not be said to be performing the work which would bring them within the definition of the word 'dock worker'. The definition of the dock worker cannot be interpreted too widely. The mere proximity of the Port areas should not alter the position of the employees and they do not fall within the definition of the dock worker.

19. Regarding the categories of employees enumerated in the recommendations of the Wage Board it has been contended that the categories mentioned in clause E were not covered by the original terms of reference and by the enlargement of the categories the Board has exceeded the terms of the reference and the Resolution setting up the Wage Board. The employers were not also given any opportunity to make representations and the modifications were not applicable to the employees in question. It has been further contended that even if the modifications are considered the employees of the firms of employers would not be covered by the terms as they were not at any rate mainly employed in the dock as defined in paras 2 and 3 of the Dock Workers' (Safety, Health and Welfare) Scheme, 1961 and the employers were justified in not implementing the recommendations.

20. It has been further contended that the Wage Board was not a statutory body and the recommendations made by the Board without giving an opportunity to the employers for making representations and hearing them had no legal sanction, and the employers were not bound by the recommendations, nor can anything be imposed upon them under an award by the Tribunal. It is alleged that the employers are doing other business besides clearing and forwarding and thus even if a section of their employees is held to be covered by the recommendations of the Wage Board they would be justified in not implementing the recommendations of the Wage Board as such recommendation in respect of one section and payment will result in discrimination between the employees in respect of the wage structure.

21. Some of the employers have contended that there were already subsisting settlements and awards between their workmen and themselves. These settlements have been signed before the Conciliation Officer (Central). The settlements were not terminated by either party giving two months notice to the opposite party in writing. They were in force on the date of reference and there was no industrial dispute existing between the employers and the workmen and the reference was not maintainable, and this Tribunal also had no jurisdiction.

22. Some of the employers have opposed the reference contending that they had no employees at all working with them and the reference was not applicable to them. Some have contended that though they had some workmen there were no differences between their employees and themselves and there was no dispute nor any industrial dispute and the reference was not maintainable against them. Some employers have opposed the reference contending that their employees were not members of the Transport and Dock Workers Union and the union had no right to represent the employees and there was no dispute between them and their employees. Again some of the employers have contended that they had closed their establishments and in view of the closure the demand could not be adjudicated upon against them. Many of the employers had opposed the reference contending that the union had by their letter admitted that the employees were not dock workers and the union was estopped from raising the dispute.

23. Some of the employers have opposed the reference on the plea that the interim relief and the additional dearness allowance recommended by the Board had not been made after taking into consideration the financial capacity of the employers. The recommendations for interim relief and additional dearness will cast a very heavy financial burden upon the employers beyond their capacity and they were justified in not implementing the recommendations.

24. Regarding the contentions of the union based upon the settlement dated 7th November 1966 after the strike the employers have by their rejoinder denied that they had refused to implement the recommendations only on the ground of coverage of the employees and have alleged that they had declined to implement the recommendations of the Board also on other grounds and not only on the ground of coverage. According to them the settlement reached between the Customs House Clearing Agents' Association and the union was only recommendatory and that the strike called by the union was unjustified, illegal and was intended to intimidate and coerce the employers to submit to the unjustified demands and they were not estopped.

25. As regards the nature of the reference the employers have contended that in spite of the agreement with the Association Government had not made the reference under sub-section 2 of section 10 of the Industrial Disputes Act in pursuance of clause 2 of the settlement as alleged by the union and they were entitled to raise the question that the recommendations of the Wage Board were not legally binding upon them. They had not been heard and they did not have the financial capacity to meet the burden as a result of the implementation of the recommendations. It has been further contended that the issue referred to this Tribunal as could be seen from the terms of reference was wide enough to allow the employers to show that they were justified in not implementing the recommendations of the Board for various reasons including financial incapacity and they were not estopped also by conduct, and for all these reasons the employers were justified in not implementing the recommendations and the first part of the reference should be answered in their favour.

Contentions raised by the Madras Workmen

26. The Government of India have in the reference order joined two labour unions of Madras as parties to the dispute. The first union—the Madras Port and Dock Workers Congress had first filed a statement of claim regarding the non-implementation of the recommendations of the Wage Board by the management of the employers Messrs. S. G. Sambandan at serial No. 413. By this statement it alleged that the management's refusal to implement the recommendations of the Wage Board was unjust and was deliberately intended to harass the workmen. The recommendations of the Wage Board were applicable to these employees and the management should be directed to pay dearness allowance and the two interim reliefs. By their further written statement the Congress has contended that all the stevedoring companies, Dock Labour Boards and Port Trusts had implemented the recommendations of the Central Wage Board but only the managements relating to the clearing and forwarding agents

had not so far implemented and their action was unfair and unjustifiable and they should be directed to pay the interim relief and the additional dearness allowance as per the recommendations.

27. The second union, the Madras Harbour Workers Union—had first applied for extension of time to file its statement of claim and though time was granted it did not file any. However, the union started taking part in the proceedings at a very late stage. The employers had disputed the representative character of the unions and hence notices of the hearing of the reference were issued to the employees of all the managements through the employers directing them to affix a copy of the notice with translation in the regional language on their notice boards for the information of the workmen. Surprisingly no employee of any particular establishment has filed any statement or taken part in the proceedings. However, when the matter was kept for hearing the Madras Harbour Workers' Union came forward on 21st January 1969 and filed a statement of claim together with a counter statement.

28. By their statement of claim the union has contended that the employers in Madras were not only clearing and forwarding agents but some of them were shipping agents and stevedores of listed employers. Some employers had implemented the recommendations in so far as the stevedore workers and listed workers were concerned. However, the employees who were employed for the clearing and forwarding business were not being given the benefit of the recommendations of the Central Wage Board for Port and Dock workers. They have contended that the workers engaged by the clearing and forwarding agents are mazdoors, mistries and clerks and they are covered under the definition of a dock worker in the Dock Workers Regulation of Employment Act, 1948 and are also covered by the Resolution of the Government of India No. WB-21(36)/65 dated 16th July 1966. They have alleged that the employees engaged by the clearing and forwarding agents are workers working in warehouses, transit sheds in connection with the loading, unloading, movement or storage of cargo and as per the recommendations of the Wage Board dated 27th April 1965 in its clause 1(e)(2)—"employees engaged for handling cargo in warehouses and transit sheds" these employees are also covered by the recommendations and are entitled to the benefit.

29. They have denied the allegations of the employers and have contended that the majority of the clearing and forwarding gang workers were the members of their union. They have made a grievance that the employees engaged by the clearing and forwarding agents were treated as casuals even though they work in the harbour under the employers for years together. The workers do not have any fixed scale of wages and dearness allowance but piecerate earnings and they should be awarded the benefit of the recommendations.

30. As regards the demands and the existence of the dispute they have contended that the union had given a strike notice by their letter No. EV/C/1/145/66 dated 6th November 1966 towards the charter of demands. The workers making the demands included the employees engaged by the clearing and forwarding agents and one of the demands was the implementation of the recommendations of the Wage Board. Later there was intervention by the Government and there was correspondence about it and the strike was averted and these were also concerned workmen in the dispute. Regarding the second part of the schedule they have contended that the first part about the justifiability of the action of the clearing and forwarding agents should be decided and thereafter the second part should be considered.

Pleas raised by the Madras Employers

31. I have already observed that about 75 employers are from Madras. Employer No. 224 is the Madras Customs Clearing and Shipping Agents Association and out of the 74 employers, 71 employers are members of this Association. The Association has filed a statement on behalf of all its members and has contended that the workers employed by them did not come within the purview of the definition of the term 'dock worker' and the managements were not bound by the recommendations of the Wage Board. The managements at Madras did not associate themselves with any of the functions or works detailed in 5 2(b) of the Dock Workers (Regulation of Employment) Act. The Wage Board recommendations were merely recommendatory and not obligatory and they were not bound to implement them.

32. The Madras employers have challenged the validity of the reference on various grounds and have contended that the present Tribunal constituted under

section 7A of the Industrial Disputes Act was not competent and had no jurisdiction to consider the reference as it related to establishments outside the State of Maharashtra. It has been alleged that there was no demand by the workers and there was no dispute between the workers and the management in the shipping and clearing industry. There was nothing to show that the Central Government had applied its mind to ascertain whether there was any industrial dispute between the workers and the managements of this region and there was no foundation whatsoever for Government to apprehend any dispute and the reference was invalid.

33. Regarding the representation of the workers it has been contended by the employers that the workers in the Madras region or at least a majority of them were not members of the Madras Harbour Workers' Union or the Madras Port and Dock Workers' Congress and therefore the said unions who were made parties to the reference were not competent to represent the workers and as the reference was incompetent the same should be dismissed.

34. After the receipt of the copy of the statement of claim filed by the Madras Port and Dock Workers' Congress, Madras the employers represented by the Madras Customs Clearing and Shipping Agents' Association have filed a rejoinder dated 9th October 1968 and reiterated the former contentions and further challenged the validity of the reference on the ground that although the Wage Board's recommendations are purported to be made applicable to workmen in all major ports in India, the present reference is confined to workmen and managements of the Bombay and Madras Ports alone. In this respect Government's action in singling out Bombay and Madras managements and workers alone is discriminatory and arbitrary. The employers carrying on similar work in Calcutta, Visakhapatanam, Cochin and Kandla are not made parties to the reference and the order of reference is discriminatory.

35. It has been further contended that in Madras there had been no concerted demand by the workmen for implementation of the Wage Board recommendations. There was no industrial unrest. None of the workers' unions who are made parties to the reference had made any demands for the implementation of the Wage Board recommendations. The Madras Port and Dock Workers Congress in its statement did not disclose the names of the managements whose workers they purported to represent and the reference was bad. They have raised two other contentions similar to the contentions raised by the Bombay employers and have alleged that the recommendations of the Wage Board to grant increases in the dearness allowance and linking of dearness allowance and increasing the same with that of the Central Government servants is in excess of the terms of reference and the Resolution under which the Wage Board was set up. The present remuneration paid to the employees was reasonable and fair and there was no justification for increasing the burden on the managements merely on he ground that some claims were made by the Bombay workers.

36. Many of the employers such as Nos. 372, 375, 417, 377, 387; 427; 403; 383; 167; 402 and others who are members of the Association have filed statements adopting the contentions raised by the Association. Shri S. G. Sambandan, 216 Lingha Chatty Street Madras, employer No. 413 has by his written statement adopted the statements made by the majority of the Bombay employers and has further contended that the clearing work in the harbour begins at the stage after the customs and port trust formalities are over and the goods are ready for delivery to him. Prior to that he has no work in the harbour excepting to present and clear documents and he had no employee falling in the category of dock worker as defined in the Dock Workers' (Regulation of Employment) Act 1948.

37. He has further contended that there can be no dock workers as defined in the Act except the various categories covered by the Madras Registered Dock Workers Employment Scheme and the Unregistered Dock Workers Employment Scheme. In the scheme relating to registered dock workers the categories are those employed by the stevedores only and out of the categories from the unregistered dock workers' scheme he has no workman in his employ from that category and the recommendations of the Wage Board are not applicable. He has alleged that no opportunity was given to him to place his case before the Board or the Government. The Government had not ascertained if there was any dispute between him and the workmen and the reference is not maintainable.

38. He has further contended that his office is situated outside the Port area and in respect of any dispute between him and any workman the appropriate Government to make the reference is the Madras State Government and not the Central Government and the reference was bad. According to him under the

Dock Workers Regulation of Employment Scheme it is the Board alone which has been given the power to fix wages and conditions of service in respect of dock workers. It has been further contended that the interim relief set out in the union's statement is exhorbitant and has no relation to the wages now being paid or the financial background to the employer. The interim relief recommended by the Board has also no relation to the capacity of the employer and the employers are justified in not implementing the recommendations.

Counter statement by the Madras Employers

39. After the statement and the reply by the Madras Harbour Workers Union the Madras Clearing Agents Association have by their counter reiterated the points raised previously and have further contended that the union has not even disclosed anywhere in their statement or the counter statement the names of the managements whose employees they purported to represent in the reference and the unions should not be allowed to participate in the proceedings. It has been contended that according to the statement itself the Madras Harbour Workers Union is concerned only with the mazdoors and maistries who are contractors workers and they do not even purport to represent the clerical staff. The mazdoors and maistries were purely casuals and there was no employer-employee relationship between them and the management and as they are not workmen the order of reference does not in any way concern them and they are not entitled to any benefit.

40. As regards the alleged demand by the union the Association has contended that by their notices dated 1st November 1966 and 21st November 1966 the union has made demands of an omnibus nature. They were not also subject to any conciliation proceedings either by the Association or by the union or by the managements and there was no industrial dispute. Even the superficial claim made by the Harbour Workers' Union which was the subject of discussion on 27th February 1968 was not pursued by the union and the Regional Labour Commissioner (Central) had informed the union that he was placing on record that the union had no case against the clearing and forwarding agents and as the matter was not raised thereafter by the union the present claim deserves to be ignored. They have also denied the allegation about the strike and the contention that it was averted by the intervention of Government and have contended that the union was trying to get stray workers interested in order that they could be a party to the reference and the statement of both the unions should be ignored and the case should be decided on the basis of the management's statements.

Employers against whom reference is not pressed

41. When the reference was kept for preliminary hearing on or about 12th December 1967 the Transport and Dock Workers' Union, Bombay, after examining the statements of the employers gave an application requesting the Tribunal to dispose of the reference in relation to some of the employers as they did not want to press the issues against them for various reasons. Subsequently also the union has given up their demands against other employers and in all they have not pressed the issues against the following employers:—

1. Serial No. 33—Messrs. Narayan Bhau and Son.
2. Serial No. 64—Messrs. Dadabhoy Hormusjee & Co.
3. Serial No. 79—Messrs. Cox & Kings (Agents) Ltd.
4. Serial No. 80—Messrs. Balmer Lawrie & Co., Ltd.
5. Serial No. 85—Messrs. Gannon Dunkerlay & Co., Ltd.
6. Serial No. 89—Messrs. Mackinnon Mackenzie & Co., Pvt., Ltd.
7. Serial No. 93—Messrs. Killick Nixon & Co., Pvt., Ltd.
8. Serial No. 96—Messrs. W. H. Brady & Co., Ltd.
9. Serial No. 107—Messrs. Hard Castle Ward & Co., Pvt., Ltd.
10. Serial No. 111—Messrs. Forbes Forbes Campbell & Co., Ltd.
11. Serial No. 160—Messrs. Sepulchre Bros. (India) Ltd.
12. Serial No. 164—Messrs. Bombay Cotton Private Ltd.
13. Serial No. 171—Messrs. Spencer & Co., Ltd.
14. Serial No. 268—The Western India Automobile Association.
15. Serial No. 277—Messrs. Vensimal Bassarmal & Bros.

16. Serial No. 231—Shri Dhirajlal P. Bhatt.

17. Serial No. 83—Messrs. Nuservaji Ruttonji Nazir & Sons.

18. Serial No. 302—Messrs. J. N. Marshall & Co.

42. Copies of the applications regarding these employers are attached to this award as Appendix 'C' and in view of the private settlements and understanding reached between the union and the employers the union representing the workmen does not want to press the reference against these employers and it shall have to be held that the employers mentioned above are justified in not implementing the recommendations made by the Central Wage Board. The union has not also pressed the claim in the second part of the reference and it shall have to be held that the workmen are not entitled to any claim either on account of interim relief or additional dearness allowance and other conditions of service. Hence my award accordingly against these employers.

Employers whose workmen are not members of the Union

43. Out of the 375 employers of Bombay about 25 employers have opposed the reference as bad in law contending that on the date of the reference there was no dispute between themselves and their workmen. None of their workmen were the members of the Transport and Dock Workers' Union and it had no authority to represent their employees and as there was no industrial dispute this Tribunal has no jurisdiction and the reference was not maintainable. In view of those contentions the following three issues were framed regarding employers serial Nos. 37, 38, 81, 99, 110, 133, 159, 173, 195, 204, 205, 213, 218, 286, 290, 296, 307, 308, 309, and 316 in the schedule:—

(1) Is the union entitled to represent the employees of the employers in question.

(2) Is there a dispute existing between the employers and their workmen as stated in the reference?

(3) Is the reference maintainable?

44. Shri P. P. Lhambatta the learned Counsel on behalf of the employers has argued that Government has referred this dispute to this Tribunal under section 10(1) (d) of the Industrial Disputes Act thinking that there was a dispute between the employers and their workmen. However, there is no dispute nor any difference of opinion between the above employers and their workmen and as there was no question of any industrial dispute the present reference is not maintainable and this Tribunal has no jurisdiction to adjudicate upon the same. It has been further argued that the workmen of the above employers are not the members of the Transport and Dock Workers' Union and that where the workers say that they have no dispute with the employers the union has no authority to contend on their behalf that there was a dispute. Under the Industrial Disputes Act, 1947, there is no such body as representative union in the industry and as the Transport and Dock Workers' Union has only sponsored the present dispute the union has no right to contend that there is a dispute between the above employers and their workmen.

45. Shri H. K. Sowani the learned Counsel on behalf of the union has argued that the matter referred to this Tribunal by Government under section 10(1) (d) is an industrial dispute. This Tribunal has juridiction to adjudicate upon the same and has raised the following points:—

(1) It is not competent to this Tribunal to go into the question of fact about the existence of the dispute.

(2) The present reference is not a dispute between an individual employer and his workmen. It is an industry wise dispute.

(3) Assuming that the workmen of some of the employers are not the members of the union still the union has got a right to raise the dispute as non-member workmen will also be covered by the definition of the word "industrial dispute".

(4) As the Transport and Dock Workers' Union has sponsored the dispute it is to be considered a party to the reference irrespective of the workmen.

(5) Under section 36 of the Industrial Disputes Act the union has got a right to represent its members and it is not necessary that the union must have a formal authorization from the members.

(6) The present reference petains to the implementation of the recommendations of the Central Wage Board in respect of intarim relief and additional dearness allowance and as it is an industrial dispute this Tribunal has got juridiction and the reference is maintainable.

Competency to consider whether dispute existed in fact

46. In support of their contention some of the above employers have along with their written statement filed letters of their employees wherein the employees have stated that they had no dispute with the employers and the learned Counsel on behalf of the employers has argued that there is no dispute and no industrial dispute and has relied upon the ruling of the Punjab High Court reported in 1967 I LLJ 577 (Karnal Distillery Co., Ltd., and their workmen and another). In that reference it appears that before the Tribunal the workmen and the employer had filed affidavits in which it was stated that no dispute between them and the management existed. My attention has been inyited to the portion of the judgment on page 580 wherein it has been observed:

> "If the tribunal can determine whether there is no industrial dispute in the case of individual dispute we see no reason why the tribunal cannot determine even in the case of a collective dispute that in fact there is no dispute. The present case is a case of the second class and it fully demonstrate the iallacity of the argument urged on behalf of the President of the Union and accepted by the learned single Judge. The evidence recorded by the tribunal discloses that not a single workman of the management came forward to state that there was any dispute between the workmen and the management. Not only that not even a single employee whose services had been dispensed with came to support the claim of the President of the union that there was an industrial dispute between the workmen and the management."

and the learned Counsel has submitted that the Tribunal can enter into the question about the existence of a dispute and as there was no dispute in fact between the employers in question and their workmen there is no industrial dispute and this Court has no jurisdiction.

47. The present reference has been made under section 10(1) (d) of the Industrial Disputes Act. The section begins with the wording:—

> "Where the appropriate Government is of opinion that any industrial dispute exists or is apprehended, it may at any time by order in writing, refer the dispute or any matter .. .. "

From the wording it is clear that after the appropriate Government forms an opinion that there is an industrial dispute or apprehends that it may arise at any time it may refer the matter to the Tribunal and even assuming that the contention raised by the present employers that there existed no dispute at the time when the reference was made the contention that the reference was bad and this Court has no jurisdiction cannot be accepted. The learned Counsel Shri Sowani has relied upon the observations of their Lordships of the Supreme Court reported in 1953 1 LLJ page 174 (State of Madras *versus* C. P. Sarathy and another) in which it has been observed:—

> "' ..... that while it will be open to a party to impugn an award on the ground that what was referred was not an industrial dispute the fact of its existence and propriety of reference were matters entirely for Government and a Court cannot quash the proceedings merely because in its opinion Government had no material to come to that conclusion. Government must have power in the interests of industrial peace and production to set the machinery of settlement in motion without pausing to enquire what the specific points of dispute are."

48. In view of these observations it shall have to be held that though this Tribunal can determine the nature of the dispute it is not open to the Tribunal to go into the question about the factual existence of the dispute.

49. This will be further clear from the observations of their Lordships of the Supreme Court in the recent ruling reported in 1967 1 LLJ p. 423 (Delhi Cloth

and General Mills Company Ltd., and their workmen and others). In the ruling it has been observed:

> "The cases discussed go to show that it is open to the parties to show that the dispute referred to was not an industrial dispute at all and it is open to them to bring out the ramifications of the dispute. But they cannot be allowed to challenge the very basis of the issues set forth in the order of reference.'

These observations clearly support the case of the union that this Tribunal has no competence to enter into the question of the factual aspect of the dispute and it shall have to be presumed as stated by Government in their order that there existed a dispute and the second issue shall have to be answered in favour of the union.

Reference whether Industries

50. The learned Counsel for the union has argued that in this case even if it be held that in fact there is no dispute between some of the employers and their workmen it will not render the reference void. I have already mentioned that there are about 375 employers from Bombay and 75 from Madras who are clearing and forwarding agents. It is also clear from the reference order that by the Government in exercise of their powers conferred by clause (d) of sub section (1) of section 10 of the Industrial Disputes Act, 1947. It has not been mentioned in the order that the same has been made under section 10(5) of the Industrial Disputes Act. However, I do not think that the same will render it a dispute between individual employers and their workmen and that it cannot be treated as an industrywise dispute.

51. The industrywise nature of the dispute will be clear from the facts of this case. I have mentioned that the Transport and Dock Workers Union represents about 3000 workmen engaged in connection with the clearance of goods to and from the docks of Bombay. Government accepted the recommendations of the Central Wage Board. The union requested the employers in the clearing and forwarding business in Bombay to implement the recommendations and grant the interim relief and dearness allowance to their employees. It is also not in dispute that the union had made this demand for implementation of the recommendations of the Customs House Clearing Agents Association and as both the employers and the Association turned down their request they had given a strike notice to all the employers. After the strike notice the Regional Labour Commissioner (Central) Bombay intervened and there were conferences and during the srike period efforts were made to negotiate a settlement and ultimately there was a settlement by which the employers had agreed to refer the dispute to the Industrial Tribunal by joint application and had further agreed to pay the employees concerned interim relief with effect from 1st September, 1966.

52. It is true that the present reference has not been made under section 10(2) of the Industrial Disputes Act but it is clear from the provisions of section (2) that for a reference under the provision a joint application of the parties in the prescribed manner is necessary. The union has contended that the Association had agreed for a joint application but they could not secure the signatures of all the members and hence the reference has been made under section 10(1)(d) and even if it is considered under that sub-section it is still an industrywise dispute and the mere fact that some of the members of the staff of some of the employers are not the members of the union will not render the reference void.

53. The industrywise nature of the reference will be further clear from the correspondence produced by the union. The Regional Labour Commissioner (Central), Bombay has written letter dated 20th April, 1967, (exhibit W-45) to the Government of India in which he has observed:—

> 'I have to refer to your letter No. 28(14)/67-LR. III dated 25th March, 1967, and to say that the case of about 2000 workmen who are employed in this Industry was taken up by the Transport and Dock Workers' Union only. No rival union in the Industry has ever come to the notice of this office. During the course of joint discussion, this Union called a strike from 1st November to 7th November, 1966. It, therefore, appears that the Transport and Dock Workers' Union is the only representative Union."

In this reference about 250 employers are members of the Bombay Custom House Clearing and Forwarding Agents Association. Though the application was not signed by all the members, the agreement was between the union and the Association which represents almost the majority of the two sides Even Government has treated the dispute as the dispute concerning the whole industry and hence have joined the Madras employers and subsequently other employers under section 10(5) of the Act.

54. The union has produced a copy of the memorandum of settlement which mentions about the joint discussions held between the representatives of the employers and the union. The terms of the settlement also show the truthfulness of the contentions of the union that the employers had agreed to pay all the employees concerned with clearing and forwarding activities some amount by way of interim relief with effect from 1st September, 1966. It had further agreed to refer the dispute to the Industrial Tribunal. It has also come in evidence that according to this settlement some of the employers are actually making payments of interim relief to the workmen. Some of the employers have by their written statement also admitted about the settlement arrived at and these facts clearly prove that though in the reference order the names of the various employers have been specifically mentioned it is an industrywise dispute

Maintainability of the reference against employers whose workers are not members of the sponsoring Union

55. "Industry" means any business, trade, undertaking manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial .....". It is clear that the employers concerned in this dispute are all the clearing and forwarding agents who have been issued licences or permits by the Collector of Customs, Bombay and the Bombay Port Trust, and considering these facts it shall have to be held that there is a substantial dispute in the industry taken as a whole as this is an industrywise dispute and even though the workers of some of the employers are not the members of the union it will not render the reference void.

56. It is significant to remember that the dispute even in the ruling reported in 1953 1 LLJ 174 was an industrywise dispute It was regarding the cinema industry. Some of the employers of some theatres and the Prabhat Talkies were not members of the union. In this judgment it has been observed:—

> "In support of his application to the High Court the first respondent herein raised three contentions. First, Government had no jurisdiction to make the reference in question as there was no dispute between the management and workers of Prabhat Talkies and therefore the reference and the award in so far as they related to the first respondent were *ultra vires* and void ....."

It has been further observed:—

> "But in truth it was not material to consider whether there was any dispute outstanding between the first respondent and his employees, when Government made the reference on 20th May, 1947. The learned Judges appear to have assumed that the disputes referred to a tribunal under section 10(1)(c) of the Act must in order that the resulting award may be binding on any particular establishment and its employees have actually arisen between them. Analysing the order of reference of the Madras Government now under consideration the learned Judges observed:—
>
> "It is obvious that there is no mention of the existence of any dispute between the petitioner (the first respondent herein) and his workmen. In fact there was no dispute to be referred to a tribunal so far as this petitioner is concerned. If, therefore, there was no jurisdiction to make any reference it follows that the whole reference and the award are both invalid and not binding on the petitioner."
>
> "This view gives no effect to the words "or is apprehended" in section 10 (1). In the present case Government referred an industrial dispute between the workers and managements of cinema talkies in Madras City in respect of "certain matters."

This also shows that it is the authority of Government to consider the question about the existence of the factual aspect of the dispute and the propriety of referring the matter for adjudication etc., and in such disputes involving the industry as a whole the industrywise reference will not be rendered invalid merely because some of the employees of some of the establishments say that they have no dispute with the management.

57. The learned Counsel for the employers has further argued that though the union represents the workmen in a reference the real dispute is between the employers on the one hand and the workmen on the other. The union is not a party to the dispute and when the workmen say that they have no dispute the union cannot sit over their heads and contend that there is a dispute. The learned Counsel has relied upon an unreported judgment of the High Court of Bombay in Special Civil Application No. 924/62. The Abdul Satlar Ahmed Oil Mills Bombay v/s. The First Labour Court, Bombay, the Chemical Mazdoor Sabha, Bombay etc., in which it has been observed:—

> "The parties to the dispute were the workmen who sponsored and supported the demand for reinstatement of Shah and the employers. The prosecution of the dispute therefore or its settlement can only be the parties to the dispute namely the workmen who sponsored the dispute and the employer. Whether the workmen at the time when the dispute was raised which led to the reference of the dispute to the Labour Court were represented by this union or that union would not make any difference. The union has only the right to represent the workmen who are its members. The parties to the dispute however are the workmen themselves."

It is clear from these observations that the union merely represents the workmen in the proceedings and the contention that the workmen are parties to the dispute cannot be disputed.

58. However, while deciding the question about the validity of the reference I do not think it is necessary for the Tribunal to consider how the matter has come to be referred, whether it was on a representation by the workers themselves or by the union or the Government themselves thought it proper to include the employers and the employees in this reference and the mere fact that some of them employees of some managements say that there is no dispute will not render the reference invalid. Section 10(5) of the Industrial Disputes Act empowers the appropriate Government to include at any time whether at the time or after making the reference such establishments or class of establishments whether or not at the time of such inclusion any dispute existed. If it is found that the union does not represent those workmen in the present proceedings before this Tribunal notices will be issued to the workmen themselves and that question will be decided.

59. The union has filed the affidavit of its Secretary Shri Savant who has admitted that the workmen under the employment of the parties serial Nos. 37, 38, 181, 92, 99, 110, 116, 123, 133, 204, 205, 213, 216, 286, 290, 296, 303, 307, 308, 309, 316, 318 and 348 are not the members of this union. But he has further stated that the question of the implementation of the recommendation of the Wage Board was an industrywise issue and the union has raised the dispute even against the above employers.

60. It is not in dispute that the employees of the remaining employers are the members of the Transport and Dock Workers' Union and the union can raise a dispute. The circumstance that out of 375 employers only 25 have raised the contention that their employees are not the members of the union shows that the union represents the vast majority of the workmen in this trade and the mere fact that some workmen though engaged in the trade are not its members will not render the reference void and the same is maintainable.

61. The last clause in the definition of the word "industrial dispute" in section 2(k) of the Act reads—"which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person". The words "any person" will cover the case of the employees who are not members of the union. Shri Sowani the learned Counsel on behalf of the union has relied upon the ruling reported in 1958 1 LLJ. page 500 Workmen of Dimakuchi Tea Estate, (Assam Chah Karamchari Sangh and Dimakuchi Tea Estate) in which it has been observed:—

> "Having regard to the scheme and objects of the Act and its other provisions the expression 'any person' in section 2(k) of the Act must

be read subject to such limitations and qualifications as arise from the context; the two crucial limitations are:

1. the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other; and

2. the person regarding whom the dispute is raised must be one in whose employment, non-employment terms of employment on conditions of labour (as the case may be) the parties to the dispute have a direct and substantial interest."

It is not in dispute that the non-member employees in question are workers who are engaged in the same trade as employees who are parties to this reference. They are also workmen under the Act and it is clear that the workmen who are members of the union have got an interest and a substantial interest in the conditions of service of these employees who belong to the same class and can raise a dispute about their conditions of service. It is true that these employees are working in different establishments and the members of their staff are not members of the union. However, as this is an industrywise dispute there is no reason why the union should not be entitled to sponsor the cause of those workmen and such workmen will also be covered by the reference.

62. The above employers whose employees are not members of the union have contended that the union has no right to represent their employees in the proceedings before this Tribunal. I do not find any difficulty in accepting this contention. The employees who are not members of a particular union will not be represented by that union in the proceedings. The workmen can be represented by a union under section 36 by virtue of their membership However, the question of representation by the union arises only after the dispute is referred to the Tribunal.

63. It cannot be disputed that after a dispute has been referred and the proceedings commence the workmen who are parties to the dispute themselves appear before the Tribunal and raise their contention. It has been observed in the ruling reported in 1961 II LLJ page 124 Burmah-Shell Oil Storage and Distributing Company of India Ltd., and others and their workmen and others (Bengal Oil and Petrol Workers' Union) as follows:—

"It is true that under section 36 of the Industrial Disputes Act it is open to the employees whose dispute has been referred for industrial adjudication to appear either individually or through their union but section 36 of the Act postulates a valid reference being made on behalf of the employees concerned."

In the present reference after the written statement of the employers and contentions about representation were enquired into the union has by its affidavit admitted that the employees of the employers Nos. 37, 38, 181, 92, 99, 110, 116; 132, 133, 204, 205, 213, 216, 286, 290, 296, 303, 307, 308, 309, 316; 318 and 348 are not their members. I have already held that the workmen who are not members of the sponsoring union can also be validly covered by the reference. They are also parties to this industrial dispute. However, as they are not members of the union it is clear that the union has no right to represnt these workmen in the proceedings before this Tribunal.

64. In view of this situation notices were issued to the workmen through their employers under Rule 20 of the Industrial Disputes (Central) Rules, 1957. However, none of the workmen have appeared and raised any contention It is clear that they are not interested in the proceedings and shows that they are satisfied with the wages they are getting. Some of the employers have along with their written statements filed affidavits of the workers that they have no dispute with the employers. Under the circumstances, it shall have to be held that the employers in question are justified in not implementing the recommendations of the Wage Board. As the workers have not put in any claim even regarding the second part of the reference and these workmen in the employ of the above employers are not entitled to any relief. Hence my award regarding them accordingly.

Want of Jurisdiction on the ground of previous settlements and Awards.

65. Some of the employers have challenged the maintainability of the reference and the jurisdiction of this Tribunal to adjudicate the issues about interim relief, dearness allowance etc. on the contention that their workmen had previously entered into settlements with them in respect of the service conditions, dearness allowance, which are the subject matter of the reference. There are also awards between them. The union has neither terminated the settlements nor the awards and in view of these subsisting settlements and awards there is no industrial dispute and as the reference is not maintainable this Tribunal has no jurisdiction.

66 The union has admitted the existence of the settlements and awards but raised various contentions. They have among other grounds alleged that the employers have subsequently on 7th November 1966 entered into a fresh settlement with the union in respect of the present reference and have thus modified the previous settlements. There is no bar of any kind and the reference is maintainable. In view of these contentions three additional issues were framed in connection with employers serial Nos. 3, 14, 20, 23, 31, 48, 47, 51, 58, 60 and 331 which are as follows:—

1. Is the present dispute covered by subsisting settlements or awards between the above employers and any of their workmen?
2. If yes, what is the effect?
3. What is the effect of the settlement dated 7th November 1966 between the Clearing Agents Association and the employers and the Transport and Dock Workers' Union ?

67. The existence of some of the settlements between the employers and the workmen has not been disputed but it is contended that by the strike notice given by the union the existing settlements were terminated and the matters were not also covered by the settlements and there was no question of there being no industrial dispute. However, before considering the contention in respect of the individual employers I shall first deal with the general legal points involved in the issues assuming the existence of the alleged settlements and awards covering the dispute.

68. Shri L. C. Joshi the learned Counsel appearing for employers Nos. 3, 20, 22 and 23 has argued that the workmen cannot raise any dispute before terminating the existing settlements or the awards. Neither party can also terminate the settlement or award during the period in which it is in operation. It is contended that the strike notice is not a notice of termination of the settlement; that the strike notice was given on 3rd October 1966 and on that date some of the settlements and awards were in operation. In some cases though the period of operation had expired the settlements were not terminated by giving clear notice under section 19(2) of the Industrial Disputes Act. Even on the date of the reference *i.e.* 24th May 1967 the agreements and awards were not terminated and the effect of the subsisting settlements is that there is no industrial dispute and this Tribunal has no jurisdiction. The learned Counsel has relied upon the ruling reported in 1958 II LLJ p. 109, 1960 II LLJ p. 298 and 1963 1 LLJ page 555.

Period of operation and termination before its expiry

69. Section 19 of the Industrial Disputes Act makes provision for the period of operation of settlements and awards. In this section there are different provisions regarding the effect and operation of the settlements and awards. Sub-section (3) specifically lays down that an award shall remain in operation for a period of one year from the date on which the award becomes enforceable under section 17A. There is no such provision regarding settlements and the learned Counsel Shri Sowani on behalf of the union has distinguished the effects of the settlements and awards in respect of their operations and has argued that in the case of awards the nature of the period of operation is different from the subsequent period during which an award though not in operation continues to be binding on the parties until the period of two months after notice. There is no such provision regarding settlements and a settlement can be terminated even during the period agreed between the parties.

70 Out of the twelve employers concerned in these issues only two employers Nos 43 and 331 have previously obtained awards against the workmen while the remaining ten have alleged subsisting settlements. Under sub-section (3) of section 19 of the Industrial Disputes Act the period of one year of operation

of the award can be reduced or extended by Government under certain circumstances and under sub-section (6) of the award can be terminated only after the period of operation. The sub-section (3) read with sub-section (6) clearly shows that the award cannot be terminated during the period of operation. This contention has not also been challenged by the union and I shall discuss the legal position regarding settlements.

71. Shri Sowani the learned Counsel for the union has submitted that in the case of settlements as there is no period of operation as such fixed by law it can be terminated even during the period agreed and has relied upon the ruling reported in 1964 1 LLJ 19 (South India Bank Ltd., *v.* Chacko A.R.) in which it has been observed:—

> "There is difference between an award being in operation and an award being binding on the parties. Section 19(6) of the Industrial Disputes Act, makes it clear that after the period of operation of an award has expired the award does not cease to be effective. For it continues to be binding thereafter on the parties until notice has been given by one of the parties of the intention to terminate it and two months have elapsed from the date of such notice."

In the same ruling it has been further observed:—

> "Even otherwise if an award has ceased to be in operation or in force or has ceased to binding on the parties under the provisions of section 19(6) it will continue to have its effect as a contract between the parties that has been made by industrial adjudication in place of the old contract."

72. I do not think that this ruling will be of any use in the present case. It lays down only the effect of the expiry of the period of operation and the binding nature of the award before and after. There was no question of the effect of the expiry of the period agreed in a settlement and it will not show that a party to the settlement effected under the Act can have liberty to terminate the same before the expiry of the agreed period. The settlement having been registered under the Act does not remain an ordinary contract so as to attract ordinary provisions of the Contracts Act.

73. I have already mentioned that there is no specific provision about the period of operation of a settlement similar to the provision in section 19(3) regarding the operation of an award. Section 19(1) makes provision as to when the settlement would come into operation while section 19(2) provides that the settlement shall be binding for such period as is agreed upon and if no such period is agreed upon, for a period of six months from the date on which the memorandum of settlement is signed by the parties to the dispute and shall continue to be binding on the parties after the expiry of the period aforesaid until the expiry of two months.

74. It is true that the legislature has not used the word "operation" in sub-section (2) of section 19 regarding settlements. However, it cannot be ignored that the period of operation means the period during which parties are bound by the terms of settlement as shown in it. I do not think that the word 'operation' used in sub-section (3) has any special meaning or charm in it. Though according to the provisions of section 19(2) after the expiry of the period of six months or the period agreed upon the settlement continues to be binding on the parties. The subsequent period can be said to be one in which the settlement remains in force by virtue of sub-section (2) of section 19 and one party to the settlement will have no right to terminate the settlement during the period agreed which can in a way be said to be period of operation of the settlement.

75. This would also be clear from the ruling reported in 1960 II LLJ (Deccan Tile Works and their workmen) wherein it has been observed:—

> "Dismissing the writ petition preferred by the management for quashing the said award held that the management was not within its rights in terminating and unilaterally repudiating the settlement within the period of six months of the date on which it came into force."

In view of these principles and the provisions of sections 19(2) (3) and (6) of the Industrial Disputes Act, it shall have to be held that one party to an award or a settlement under the Industrial Disputes Act can terminate the award or settlement only after the period of operation which is one year in case of awards and either six months or the period agreed in cases of settlements.

Notice of termination

76. However, after the expiry of the period of operation both the settlement and award can be terminated by either party by giving notice as required under the provision. Section 19(2) requires a notice in writing of the intention to terminate the settlement while in the case of awards section 19(6) requires a simple notice intimating its intention to terminate the award. The union has contended that the statement of demand and strike notice given to the employers on 3rd October 1966 amounts to the notice of terminating the settlements and I shall discuss the contents and effect of the notice.

Effect of the strike notice

77. The learned Counsel for the union has argued that after the request of the union to the employers to implement the recommendations of the Wage Board was turned down, the union served every employer and the Association with a strike notice and the demand by which the settlements and awards have been terminated. It is clear from the affidavit of Shri Khan the Secretary of the Transport and Dock Workers' Union, Bombay, that the union had served the employers with a strike notice. This notice has been produced by employer No. 31. It is also produced by the union as part of exhibit W-44. It is dated 3rd October 1966 in which it has been stated:—

> "I have been directed by the Managing Committee of the union to inform you that your employees of the Clearing and Forwarding Section shall consider themselves free to withdraw their labour on any day after 15th October, 1966, if their demand of increase in the salary/wages as per the recommendations of the Central Wage Board for Port and Dock workers is not conceded."

This notice is clearly inconsistent with the terms of settlement between the parties. The statement of the union that they will consider themselves free to withdraw their labour clearly shows the intention on their part to terminate the previous settlement. It is in writing and this notice in my opinion satisfies the conditions required under section 19(2) and 19(6) of the Industrial Disputes Act and will be sufficient to terminate the settlements and awards the period of operation of which had already expired.

78. The inference will be supported from the ruling reported in 1962 1 LLJ page 661 in which the facts of the case are somewhat similar. In this ruling it has been observed:—

> "In the circumstances the various representations made on behalf of the workmen and the presentation of charter of demands were held sufficient to terminate the settlement. Hence absence of a formal notice under section 19(2) of the Act terminating the settlement was held immaterial in view of subsequent representations made by the workmen and the other facts stated."

These observations clearly show that even a charter of demand or any letter such as a strike notice containing required statement will amount to a notice under sub-section (2) of section 19. No form of notice is prescribed and considering the contents of the notice dated 3rd October 1966 it shall have to be held that the settlements the period of operation of which has expired before this notice shall stand terminated after two months from this notice; and the further question is about the jurisdiction of this Tribunal in cases in which the notice was sent before the expiration of the period of operation and the prior settlement is not terminated.

Effect of notice during the period

79. As regards the jurisdiction of the Tribunal to adjudicate upon the issues in a reference arising out of a demand made during the life-time of a settlement the learned Counsel for the union has argued that if the reference is made by the appropriate Government and the dispute is an industrial dispute this Tribunal will have jurisdiction even if it be held that the workmen had made the demand during the lifetime of the settlement and it was improper. I have already discussed the question about the authority of the Tribunal to adjudicate upon reference while dealing with the contention regarding want of juridiction on the ground of non-existence of the dispute and it is not necessary to repeat here the same.

80. Though if has been contended that there is no industrial dispute it is clear from the record and it is also an admitted fact that the Transport and Dock

Workers' Union had made a demand to the employers for implementing the recommendations of the Wage Board and the employers had turned down the request. Clearly there was a difference of opinion between the parties and I am unable to appreciate the argument that there is no factual dispute. Assuming for the sake of argument that the demand made by the union was against the terms of settlement I do not think that such demand in breach of agreement will cease to give rise to a factual dispute. The demand if not complied with and is resisted by the other side it would give rise to a difference of opinion between the employers and the workmen and if it is connected with the employment or non-employment or the terms of employment or the conditions of service of labour it will be an industrial dispute.

81. The learned Counsel for the employers have invited my attention to the ruling reported in 1958 II LLJ 100 and 1968 1 LLJ 555 and have advanced lengthy arguments on the point of jurisdiction and on the same facts regarding subsisting settlements and awards. The reference is opposed on different pleas such as want of jurisdiction maintainability, illegality, etc., and I think it proper to discuss the point in detail and express my views about the same.

82. At the outset it must be expressed that in view of my finding that the present dispute is an industrywise dispute the contention about maintainability or want of jurisdiction raised by some employers will not affect the reference as a whole. As regards the cases relied upon by the employers in the ruling reported in 1958 II LLJ 109 it has been observed:—

> "If the disputes referred for adjudication were the subject matter of the prior award in force between the parties then the reference of the same dispute would be illegal. When the concerned workmen withdraw their certain demands though for the time being and this matter was incorporated in the award they could not raise the same demands once again when the prior award was in force and not terminated under the provisions of section 19(6) of the Industrial Disputes Act."

Similarly in the ruling reported in 1968 1 LLJ page 555 it has been observed:—

> "This settlement is binding on both the management and the union and will continue to be binding until it is terminated in accordance with section 19(2) of the Act. Notice of intention to terminate the settlement was given on August 14 1961 and under section 19(2) of the Act the settlement will cease to be binding after the expiry of two months i.e., on October 14, 1961. This letter written on June 26, 1961 long before the issue of the notice on August 14, 1961 terminating the settlement under section 19(2) is in our opinion of no avail. Unless the settlement is terminated the union had no right to make any demands regarding leave facilities as it has purported to do on June 26, 1961. Therefore in our opinion this letter cannot be considered to be a notice given by the union expressing its intention to terminate the award. Apart from the fact that it does not convey any such intention it is also invalid inasmuch as it has been given even before the settlement was terminated. From this it will follow that when there is a subsisting award binding on the parties the Tribunal will have no jurisdiction to consider the same points in this reference."

It will be seen that in both these cases there were prior awards and not merely settlements. The dispute subsequently raised were covered by the awards which were in force and I do not think that these cases will be applicable to the employers having prior settlements.

83. There is an essential difference between an award and a settlement. An award is to some extent like the decree of Civil Court while a settlement has no more force than an agreement. In my opinion an award has a greater force than even a decree. The Civil Court which passes a decree in effect ascertains or declares the rights and liabilities of the parties which are created by the legislature while a Tribunal under the Industrial Disputes Act not only ascertains and declares the rights and in the adjudication proceedings sometimes creates rights in favour of some parties and can be said as if to have delegated legislative function and the award a legislative piece. Considering this technical aspect and character of an award it is clear that any demand made in breach of such an award will be illegal while any demand made in breach of a settlement may be only against the terms of the registered agreement and though inconsistent with the settlement cannot be termed as illegal as the settlement is not a

piece of legislation. And any reference arising out of such an improper demand cannot be held to be illegal.

Whether Jurisdiction depends upon validity of demand made to the Employer

84. Disputes arising in industries cannot properly be compared to private disputes. The seriousness of these collective disputes affects not only the social economies but peace in society. It cannot be disputed that in times of difficulties and tension in the industry considering the circumstances and the situation Government makes a reference about the dispute for adjudication and this Tribunal gets jurisdiction to adjudicate upon the same if the dispute is an industrial one and it is referred by the appropriate Government. If the demand made by the workmen was in breach of a settlement it will be an industrial wrong but not a breach of the provisions of any law and even if it be termed as improper being not illegal it will not deprive the Tribunal of its jurisdiction to deal with the reference finally. The jurisdiction of the Tribunal will not depend upon the validity of the claim or demand made by the workmen to his employer. The Tribunal is appointed under section 7A of the Act and the references are made under section 10 and the Tribunal is vested with the necessary authority and jurisdiction under these provisions and in my opinion even references regarding disputes arising out of demands in breach of settlements will be within the jurisdiction of the Tribunal. It is common experience that sometimes demands can be reasonable and unreasonable proper and improper and even legal and illegal. But considering the seriousness of the actual situation Government refers the matter to Tribunals with a view to pacify the parties which is consistent with the object of the Industrial Disputes Act viz., industrial peace. Whatever may be the merit or validity of the demand a Tribunal should not be concerned about it while deciding its own authority. In that respect it has only to see to the character—industrial or otherwise of the dispute arising out of it and if it is not industrial then alone it will have no jurisdiction. But if the dispute is industrial and the Industrial Tribunal considers the demand to be in violation of the settlement and improper, the Tribunal may hold that the demand was not maintainable and the management was justified in refusing the request of the workmen. However, technically it cannot be said that the Tribunal has no jurisdiction because of an improper demand.

Effect of the settlement, dated 7-11-1966

85. Shri H. K. Sowani, the learned Counsel on behalf of the union has opposed the employers' contention about not terminating the settlements alleging that after the charter of demands and strike notice when the workers went on strike there were conciliation proceedings and the employers as well as their Association had entered into a settlement with the union regarding the dispute and even if it be held that formal notice for termination of the previous settlement is necessary the employers have by entering into an agreement modified and terminated the previous settlement and have also waived the right of notice. It is further contended that the employers had also agreed to the present reference and they are further estopped from raising such pleas.

86. It is not in dispute that after the strike notice there were conciliation proceedings and the Customs House Clearing Agents Association had entered into a settlement with the union on 7th November 1966. It is also not in dispute that all the 12 employers involved in these issues are the members of the Association. It is also clear from the affidavit of the Secretary of the Union that each of these employers has individually entered into a settlement with the union and the question is about the effect of the settlement.

87. Considering the provisions of the Industrial Disputes Act while deciding the effect and legality of the settlement entered into during the life of the previous settlement the following questions will arise—

(1) Is it permissible for the parties to mutually vary the terms of the earlier settlement during the period of operation?

(2) If the employer agrees to enter into a new agreement varying the terms of the earlier agreement would the action of the employer not amount to waiver of the right of notice.

(3) Can the right of notice be waived by a party to a settlement whether arrived at in the course of conciliation proceedings of without conciliation proceedings.

There is no provision in the Industrial Disputes Act that parties to a settlement have no power to alter its terms and shall remain bound even though they desire to modify the earlier terms. A settlement is not an award passed by a Tribunal. An award involves the imposition of the will of the third party while a settlement is a result of the volition of the parties involved and even considering the question of industrial peace the main object of settlements and awards I do not find any objection on the part of the parties to modify the terms of the settlement they have previously agreed. In doing so there is no question of committing a breach of a settlement by a party unilaterally during the period of its operation. No third party is affected and in my opinion it will be permissible for the parties to modify the previous settlement by mutual agreement.

88. The employer who is a party to the previous settlement when he enters into a fresh agreement regarding the same subject matter clearly gives up his right of notice and his action in entering into the new agreement and modifying the earlier terms clearly means a waiver on his part. It has been held in the ruling reported in 1962 1 LLJ p. 85 [Workmen of Continental Commercial Company (Private) Ltd., and Government of West Bengal and others] which was a case in which the workmen had submitted a charter of demands for revision of the service conditions covered by an earlier settlement. No specific notice in writing was given under section 19(2) of the Industrial Disputes Act but the management had taken part in the conciliation proceedings and subsequently the matter was referred to the Industrial Tribunal. In this ruling it has been observed:—

> "However a notice under section 19(2) of the Act could be waived by the party to whom the notice is to be sent. In view of the fact that the company in the instant case took part in the subsequent conciliation proceedings and also made certain counter-offers and that it never took any objection in the course of conciliation proceedings or even before the Industrial Tribunal that the old settlement was in force it must be taken that it waived the formal notice of termination of the settlement as contemplated under section 19(2) of the Act."

This ruling also supports the case of the union that by entering into an agreement the employers have waived their right of notice.

89. It is clear from the copy of the settlement (ex-W-) produced that the employers have agreed to pay Rs. 20 per month to its clerical staff and Rs. 18 per month to the other staff by way of interim relief with effect from 1st September 1965 and some of the employers are actually making payments as per the settlement. The learned Counsel Shri Joshi has argued that the settlement with the union dated 7th November 1966 is the outcome of the duress and coersion practised by the workmen. By the threat of strike actually resorting to strike the workmen have forced the employers and such settlement should not be considered valid. I do not think that this argument will deserve any serious consideration. In collective bargaining under certain circumstances the workmen have got the right to withdraw their labour. It is perfectly legitimate and is not prohibited. There are certain restrictions but no blanket ban and it cannot be validly said that the workmen practised undue influence and coersion. During the strike period there were conferences at the intervention of the Assistant Labour Commissioner and there is no question of the settlement having been executed at the point of pistol.

90. It is significant to note that in clause (g) of the settlement the parties had taken into consideration the question about the existing settlement. The term is as follows:—

> "Also in the cases where the establishments have either subsisting settlements or awards the Tribunal will consider the question of retrospective effect if any and the terms and conditions of service on the basis of the merits of each case."

In view of this term it shall have to be held that in spite of the various existing settlements the employers have agreed to reopen the issue about wages, dearness allowance and conditions of service. The employers have voluntarily modified the old agreement by entering into the fresh agreement and later on they cannot be permitted to say that though they entered into the new agreement still the old agreements are binding. They cannot be allowed to blow hot and cold. By agreeing to the later settlement they have acquiesed with the union in that the effect of the first settlement is vanished. This settlement is also effected before the Regional Labour Commissioner (Central) and is thus a settlement under section 2(p) of the Industrial Disputes Act. Thus the original settlements

stand terminated by the mutual arrangement between the parties and there is no illegality of any kind

91. Even though according to the provisions in the Industrial Disputes Act after the period of operation of a settlement or an award a party can terminate the settlement or award by giving notice the party entitled to get the notice can waive the right under certain circumstances. The law does not force the party to insist upon notice before the termination of the settlement. The section makes provision that in spite of the notice the settlement remains in force until the expiry of two months from the date of notice which shows that the notice is intended to give an opportunity to the employer or the party concerned to make his own arrangements or take steps in that direction and as the notice is only for the benefit of the other party and no other party is concerned in it he can waive the right.

92. Out of the twelve employers in the case of four serial Nos. 22, 23, 31 and 51 there are private settlements while in the disputes with parties Nos. 20, 4, 47, 51 and 66 the settlements have been entered into during the course of conciliation proceedings. In my opinion this will not make any difference as settlements whether privately entered and registered as 2(p) and settlements arrived at during the couse of conciliation proceedings are in essence agreements between the parties. In both the cases the parties agreed to the terms voluntarily whether with or without the intervention of the Conciliator. There is no imposition on them and both parties mutually agree that they will have the right to modify the terms subsequently if desired. As the employers in all these cases have agreed to modify the terms of the settlement it shall have to be held that they have waived the right of notice and the previous settlements are modified by the settlement dated 7th November 1966 and in the light of these findings I shall discuss the cases of the individual employers.

93. The present reference has been made by an order dated 24th May 1967. According to the contention of the union even though there were subsisting settlements with the employers, the union had given strike notice dated 3rd October 1966 to all the employers and by this notice the settlements were terminated. The workmen had actually gone on strike from 1st November 1966 to 7th November 1966 and subsequently the employers entered into a settlement with the union by which the earlier settlements were modified and this Tribunal was not precluded in any way to adjudicate upon the dispute. I have held that a settlement cannot be terminated unilaterally during the period of operation which can be done only after the expiry of that period and in view of this finding I shall discuss the dates of the settlements and the dates on which their period of operation expired:

Employer No.	Date of entitlement	Period	Date of expiry
4	31-3-1965		31-3-1967
20	26-10-1962	5 years	26-10-1967
22	15-6-1966	5 years	30-4-1971
23	2-5-1964		31-12-1969
31	16-9-1963	2 years	16-9-1965
47	12-3-1962 17-9-1964	2½ years	12-8-1967
51	16-6-1962	No period specified. Hence six months.	16-12-1962
53	15-3-1962	5 years	15-3-1967
66	14-2-1964	No period specified. Hence six months.	14-8-1964

94. Form the dates of the expiry of the settlements it will be seen that the workmen have given the strike notice which has been held to be sufficient for terminating the settlements before the expiry of their period of their operation in the cases of employers Nos. 4, 20, 22, 23, 47, 58 while it was given after the period of operation in the remaining cases, viz., employers Nos. 31, 51 and 66 and in view of my finding by the strike notice only the settlements in the cases of employers Nos 31, 51 and 66 would be terminated two months after the notice.

95. However, after the strike notice and the strike the employers have entered into a settlement with the union and have agreed to pay Rs. 20 per month to the clerical staff and Rs. 18 per month to the other staff by way of interim relief. They are also making payments as per the settlement and as all the employers have thus varied the terms of the perior settlement they have waived the right of notice of termination to which they are entitled under section 19(2) of the Act and this Tribunal will not be precluded in any way in adjudicating upon the dispute. In the case of emploers serial Nos. 4, 20, 22, 23, 47 and 58 the strike notice having been given before the expiry of the period of operation the notice which was an unilateral action on the part of the workmen will not terminate the settlement. However as these employers also agreed to modify the terms of service by agreeing to pay the interim relief they have not only waived the right to get the notice of termination but have actually modified the original settlement which shall have to be held to be no more in existence In a way the employers and employees have mutually agreed to shorten the period of the settlement. There is nothing alleged in thus modifying the terms. This modification has also taken place before the Regional Labour Commissioner (Central) and has the effect of terminating the period settlement and thus the settlements were terminated on 7th November, 1966, and there is no question of want of jurisdiction to decide the issues in the reference.

96 Employer No. 3 Messrs. Tulsidas Khimji has also raised a contention about the validity of the reference on the ground of the existence of subsisting settlements and has alleged that the demands made by the workers cannot be considered and granted because of subsisting long-term and comprehensive settlement in terms of which an award has been made by Arbitrators. The union has opposed this contention alleging that there was no award subsisting between the company and the employees under the Industrial Disputes Act and the agreement under the Indian Arbitration Act cannot bind the union. It is not necessary to be terminated and the reference is not illegal.

97. It appears that there was some agreement between the company and the union to refer some disputes to two Arbitrators. This agreement is dated 19th July, 1962. Subsequently on 11th December, 1962, they against entered into an agreement appointing two Arbitrators and agreeing to refer all the disputes set out in the settlement dated 19th July, 1962, and the same has been made a part of of this agreement. On the strength of this arbitration agreement the two Arbitrators decided the dispute on 3rd April, 1964 The original agreement, dated 19th July, 1962 mentioned that the agreement was to remain in force for four years and the learned Counsel for the company has argued that the present dispute has been referred when the award of the Arbitrators is subsisting and the reference is invalid.

98. It is clear from the record that the agreement dated 19th July, 1962 which has been referred to in the arbitration agreement dated 11th December, 1962, is a part of the arbitration agreement In paragraph 13 of the agreement it has been stated as follows:—

> "The unanimous Award or Awards of the two Aribrators and/or the Umpire shall be deemed to be a Settlement arrived at by Agreement as under Section 18(1) read along with the necessary rules of the Industrial Disputes Act, and both the Company and the Union shall sign the Award/Awards and shall jointly send a copy thereof to the Central Government the Chief Labour Commissioner (Central), New Delhi and the Regional Labour Commissioner (Central) and to the Conciliation Officer (Central) concerned and to the Commissioner of Labour and Conciliation Officer, Government of Maharashtra."

thus it is clear that after the decision of the Arbitrators the parties for bringing into existence an effective award were required to take certain steps. They were to sign the awards and would jointly send copies to the various authorities and it is not in dispute that the parties have not taken steps in this respect and

it shall have to be held that the award of the Arbitrators has not become a settlement under the Industrial Disputes Act but it is merely an award under the Arbitration Act For making a valid demand by the workers what is required to be terminated is a settlement or an award passed under the Industrial Disputes Act and as there is no such settlement the award of the Arbitrators does not affect the validity of this reference.

99. Moreover, I have already discussed the effect of the strike notice given by the union It is not in dispute that the present employer who is a member of the Association was also given notice and was a party to the subsequent agreement dated 7th November, 1966. The employer had given a reply and in view of the strike notice the Arbitrator's award will be also terminated and as the employer himself was a party to the subsequent agreement and has modified the previous conditions the so-called agreement also is not in existence and there is no question of any bar to the present reference.

Employers Nos. 43 and 331.

100. I have already stated that among the 12 employers of this group the two employers serial Nos. 43 and 331 have obtained previous awards and have contended that the union has not terminated these awards and the present reference was bad in law against them The union has admitted the existence of the awards but has contended that the workmen of the two employers involved in the present reference are not covered by the previous awards and it was not necessary to terminate them It has been further contended that previous awards which have been passed by the State Tribunal on a reference by the State Government were not binding upon the workmen in this case.

101. The employers serial No. 43 Airfreight Private Ltd., have produced an award dated 27th January, 1963 in Ref. (IT) No. 112 of 1962 and another award dated 27th January 1967 in Ref. (IT) No. 292 of 1965, and the subject matter of the awards were the service conditions such as wage scales, provident fund and dearness allowance and the question is whether these awards are binding on the workmen involved in the present reference and whether it was necessary to terminate them.

102. The employers have produced a copy of the Maharashtra Government Gazette Part I-L, dated 2nd March 1967 in which the award in Ref. (IT) No. 292 of 1965 has been published It is clear from paragraph 3 of this award that the workmen concerned in the two awards were quite different from the workmen in the present case. In para 3 it has been observed:—

> "The employer is a private limited company carrying on the business of mainly transporting air cargo both domestic and international from the airport to the I.A.C. office and/or the Customs House, as the case may be and *vice versa*. The workmen concerned herein are those employed as peons, washermen, loaders and drivers In fact there is no person employed or serving as washerman The number of workmen employed and working as peons, loaders and drivers are respectively 22, 17 and 6 –total number 45"

It also makes reference to the previous award and it is clear from this paragraph that the employees of the establishment working in the clearing and forworkmen concerned in the two awards were quite different from the workmen them

103 The learned Counsel for the employers has relied upon the ruling reported in 1958 II LLJ 198 (Harendranath Bose and others and Second Industrial Tribunal and others) in which it has been held:—

> "A party submiting to the jurisdiction of the inferior tribunal and participating in the proceedings before it without any objection could not later on challenge its jurisdiction to hear the matter in a writ proceedings."

However, as the employees working in the clearing and forwarding section were not parties to the reference the question of waiver does not arise.

104. Secondly it is not in dispute that in relation to an industrial dispute concerning a major port the Central Government is the appropriate Government empowered to make a reference under section 10 of the Industrial Disputes Act. It is also not disputed that in relation to the present dispute the

Central Government is the appropriate Government. In the ruling reported in 1961 1 LLJ page 42 employer No 3 in the present reference was a party and had four departments, and it has been observed:—

> "The Central Government referred the dispute for adjudication The validity of such reference was challenged on the ground that the Central Government was not the appropriate Government and also on the ground that the reference included workmen employed in other activities not falling in any of the items mentioned in section 2(a) of the Act Negativing the said contention, held that the activities carried on in the two departments could be said to be concerning a major port and as the dispute related to retrenchment in these two departments the Central Government would be the appropriate Government for making the reference."

and as the awards have been passed on reference orders issued by the State Government it is clear that the workmen involved in the references were other than those employed in the clearing and forwarding departments Those awards will not be applicable to the workmen concerned in the present reference as the appropriate Government in relation to a dispute concerning them is the Central Government and the existence of this award will not affect the validity of the present reference.

105. As regards employer No. 331 it has been contended that he has obtained a consent award in Ref. No. CGIT-8 of 1965 and as that award has not been terminated the reference order is bad in law and was not maintainable It is a consent award dated 7th June, 1965, and clearly at the time of the present reference the period of its operation had expired. It is not in dispute that no specific notice terminating this award has been given after the expiry of the period. The union has contended that by the strike notices dated 7th November, 1966 this award has been terminated. Leaving aside this contention it is clear that the award itself has kept the question open about the benefits admissible under any laws in forcec or any award or recommendations of the Wage Board. In the terms of settlement in terms of which the consent award dated 7th June, 1965, was passed it has been stated as follows:—

> "The above settlement is without prejudice to any benefits admissible under any laws in force, or any award or recommendations of Wage Board if it is accepted by the Industry."

I have already discussed the fact of the strike notice dated 7th November, 1966 and the contention that because of the existence of the previous award the reference is invalid cannot be accepted.

106 Thus even though there are prior settlements between the employers and the workers for the reason stated they will not affect the validity of the reference or the jurisdiction of this Tribunal The strike notice serves as a notice of terminating the settlements. Some employers have waived the notice All of them have modified the prior settlements by the new agreement dated 7th November, 1966 and the settlements stand terminated The awards in favour of the two employers also are not binding and the Tribunal will have jurisdiction to decide the issues even in respect of all these twelve employers.

107 I have discussed this issue about the jurisdiction of the Tribunal all along presuming that the subject matter of the prior settlements or awards and the persent dispute is the same However there is another aspect of this question which though of a technical nature is a proper reply to the technical plea raised. The main plank of the employers' defence regarding jurisdiction is the fact that the workers have entered into prior agreements in respect of wages and dearness allowance and in view of these agreements they cannot make the present demand. However, it shall have to be remembered that at the time when the workers entered into the settlements there was no question of the implementation of the recommendations of the Wage Board. It could not have been included by the workers in the charter of their demands leading to the settlements and the workers now cannot be barred by the agreements from raising the dispute for the implementation of the recommendations of the Wage Board and the contention must fail.

Employers having no Workmen

108 Some of the employers have contended that they had no workmen in their employ and they were carrying on the business with the help of their family

members and as there is no dispute the reference was not maintainable against them and in view of these contentions additional issues were framed in connection with employers serial Nos. 59, 289 and 45

(1) Did the employer employ any workman when the above reference was made on 24th May, 1967?

(2) Is the reference valid and maintainable?

The union had first opposed the employers but subsequently after considering the affidavits and after making enquiries conceded the position and the Secretary of the union in his affidavit dated 22nd January, 1968 has stated that in respect of the above three employers there was no employee who joined the union. He has further stated that from enquiries made from the other members of the union who knew the above employers they have confirmed that these employers had not engaged any employee and the learned Council Shri Sowani conceded that in view of these circumstances there is no industrial dispute in respect of these employers and the reference against them was not pressed.

109. Employer No. 26 has contended that he had closed his establishment and in view of the closure the demands of the workmen should not be adjudicated Shri Sowani learned Counsel on behalf of the union has conceded that the employer has discontinued his business. He has further conceded that at the time of the closure the employer has paid the retrenchment compensation to the workmen. The union has settled the matter with the company and did not want to press the issue against this employer and hence the reference is dismissed against him Thus as the union does not press the reference against the employers serial Nos. 59, 289, 345 and 26 it shall have to be held that the employers were justified in not implementing the recommendations of the Wage Board and further that the employees are not entitled to claim any relief.

Whether the Employees are Dock Workers as defined under the Dock Workers (Regulation of Employment) Act, 1948.

110. The Transport and Dock Workers' Union, Bombay has raised this dispute by making a demand for the implementation of the recommendations of the Central Wage Board for Port and Dock workers. They have alleged that the employers are the clearing and forwarding agents, mukadams and dalals who are issued licences and permits by the Collector of Customs, Bombay and the Bombay Port Trust and the workers in their employ are dock workers under the Dock Workers (Regulation of Employment) Act, 1948. The employers had denied the various allegations and in view of these contention issues were framed. The first four issues are:—

(1) Whether the employers concerned are clearing agents, mukadams, dalals, etc. and carry on business in connection with port and docks?

(2) What categories of workmen they have employed for carrying on the above business?

(3) What are the duties of the workmen belonging to each of the categories of workmen engaged by the employers for the same

(4) Whether all the workmen employed in that respect or any of them are covered by the definition of the term "Dock worker" as defined under the "Dock Workers" (Regulation of Employment) Act, 1948?

111. It has not now been disputed that the employers concerned in the dispute are the clearing and forwarding agents, mukadams and dalals The employers have not also denied that they have been issued licences by the Collector of Customs, Bombay and Bombay Port Trust for carrying their business. Formerly different types of licences were issued to the different classes of agents However, from the commencement of the Customs Act, 1962, there is one form of licence issued to those agents which specifies the type of work required of them and it is clear from the provision of the Customs Act that when the Act requires anything to be done by the importer or exporter of the goods it may be done on his behalf by an agent holding licence under section 146. This section provides for the licensing of the Customs House Agents It states:

"No person shall carry on business as an agent relating to the entry or departure of, a conveyance or the import or export of goods at any customs station unless such person holds a licence granted in this behalf in accordance with the regulations"

All the employers are issued licences under the above section and it is clear that they are carrying on business having relation to import and export of goods and

their activities are concerned in the Port and Dock because the entrance and clearance of vessels cannot be done without a Port and Dock. The import and export of goods cannot exist at any other place except ports and docks and it cannot be doubted that these agents have to carry on the business in connection with the port and dock

112 The duties of clearing and forwading agent relate to import and export of goods and having regard to the volume of his business he has to employ one or more clerks and servants to transact the business at the Customs House, dock and at other places, and these employees have to prepare the customs documents sort out the goods and get them examined in the docks. They attend to the work of payment of Port Trust charges and after customs and port and trust formalities are over they can take delivery and transport the goods into town by truck or handcarts for delivery or warehousing or despatch the goods to up country by railway wagons

113 In connection with export cargo they receive the goods from the railway or road transport and store them either in private godowns or godowns of the Bombay Port Trust, prepare export documents on the basis of the documents received from the parties and process them. They take the goods and get them examined in the docks and obtain customs permission to get them exported It is alleged that the employees have to work either in the offices of the clearing and forwarding agents or at the docks or at the customs house or at the Port Trust office Some of them have to work in the godowns or on the transport vehicles or on the railway sidings

Categories of Workers Employed

114 Both the parties have filed affidavits of their employees to show the nature of the work done by the various categories of the employees and it is clear from the evidence that generally clearing and forwarding agents have in their employ the following categories of workers:—

(1) Customs Clerks
(2) Dock Clerks
(3) Railway Booking Clerks.
(4) Godown keepers.
(5) General Clerks
(6) Watchmen.
(7) General Mazdoors
(8) Carpenters
(9) Drivers
(10) Peons
(11) Supervisors

Though it has been contended that each of the employers has not in his employ so many categories of workers it is not in dispute that the employers who have got large volume of business do have in their employ such categories of workers.

115. In support of their contention the union has filed the affidavit of (1) the dock clerk Shri Shanker Dattaram Naik, (2) Customs Clerk Francis Alfonso, (3) Railway booking clerk Shri Shamlal Vishandas Nangia (4) Balkrishna Hazarilal Vora godown keeper, (5) Narsinha Gopalkrishna Kamat, general clerk The employers have also filed the affidavits of (1) Balubhai Ramji Trivedi, (2) Shridhar Krishna Purandare (3) Khushree Manekshaw Wacha and (4) Shri Pravinchandra Kanaiyalal Kanakia in reply to the affidavits field by the union. However, there is no serious challenge to the evidence about the duties stated in the affidavits of the workmen and if the affidavits filed by the employers are scrutinised carefully one will find that there is no proper denial At the time of arguments the learned Legal Adviser Shri Purav has almost conceded that the duties to be done by the various employers stated in the affidavits of the employees are correct and I shall discuss the nature of the work done by them.

Nature of the duties

116 It will appear from the affidavit that for the clearance of imported goods the customs clerk has to prepare the bill of entry on the basis of the documents

such as bill of lading, back draft, invoice, licence etc, received from the importers. The bill of entry is typed in five copies The original together with one duplicate of the bill of entry is handed over to the Customs Department for entry in the manifest and also for nothing and stamping Thereafter he is required to classify the goods according to the customs tariff and after completing these formalities he has to present it to the appraiser and after the same is duly completed by the appraisers it is forwarded to the licence department for checking the validity of the licence. Thereafter, the valuation of Indian currency is checked and when it is found to be correct they are initiated by the persons concerned Then the documents will go to the accounts department Thereafter the importer or his bank is informed of the amount of duty and the same is paid into the customs cash department and the duplicate copy of the bill of entry and a copy of the said bill of entry meant for the Port Trust are handed over to the dock clerks engaged by the clearing and forwarding agents When the goods are to be exported the procedure is more or less the same except where the bill of entry is required to be prepared in the case of imported goods the shipping bill is required to be completed in the case of goods meant for export

117 The bills of entry are of four types—dutiable, bonded, free goods and Government goods. After the receipt of these bills the dock clerk has to go to the Central documentation office of the Port Trust and after searching the packages and after locating them in a particular shed has to write down the shed delivery order He takes the shed delivery orders and enters the same in the B P T register and takes the packages to the customs examination centre. For this purpose he is assisted by the coolie. Customs examination centres are located in almost every shed of the B P T. and at the customs examination centre, there are appraisers and examiners. The examining officer completes the examination Thereafter the examiner sends the sealed sample of the goods to the customs house along with the necessary papers.

118 In the case of second check, the bills of entry are in respect of the goods on which customs duty is paid the examiner after examination makes his report of examination. The appraiser and the examiner thereafter gives permission to the dock clerk to clear goods from the B.P.T. Docks When such permission is granted the bill of entry is taken to the cash department of the B P T. for payment of Port Trust dues. Municipal octroi fees are also paid at the same office After these dues and taxes are paid the B P.T. certifies that the goods may be moved away from the docks. The bill of entry is thus brought to the shed along with the shed delivery order completed initially The shed manager finally assigns the documents and allows the dock clerk to clear the goods out of the docks.

119 On the export side the dock clerk gets the shipping bill from the customs clerks after the customs formalities are duly completed and the order of the cargo supervisor is obtained for bringing the goods into the docks and then the goods are brought to the docks and offered for customs examination The appraisers and the examiners attend to the examination work and when the appraiser certifies examination of goods the shipping bill is handed over to the cargo supervisor for shipment. When the goods are shipped the dock clerk has to collect the mate receipts from the shed superintendent of the Bombay Port Trust after payment of the necessary dock charges. The mate receipts thus obtained from the Shed Superintendent are required to be given back to the agent of the shipping company and in exchange of that the shipping agent gives him a bill of lading after payment of the freight charges.

120 Similarly about the duties of the railway booking clerk of the clearing and forwarding agents when the goods have arrived at the railway yard he has to declare that the goods being meant for export are not liable for the levy of octroi and after completing the octroi formalities and making the necessary payments about freight etc., and obtaining delivery of the goods to be exported when he finds the goods to be in perfect order he takes delivery If he finds that the goods are damaged he has immediately to inform the railway authorities and ask for open delivery. At that time the carpenters of the clearing and forwarding agents firms open the cases and thereafter the damage is assessed by the railway authorities on verification with the invoice

121. Thereafter the railway booking clerk arranges for transport of the goods to either private godowns or Port Trust godowns or Government godowns according to the goods meant for export In the case of imported goods after they are cleared from the docks if the booking is open they are taken to the railway

yard. The agent has also to obtain the certificate from the octroi officers. When the goods are large in size and have to be transported by railway wagons the procedure is somewhat different. He has first to go to the docks and examine the cargo or goods and decide the type of wagons and place orders to the railway authorities for the supply of necessary number of wagons. If the cargo is over dimentional in size the railway booking clerk has to approach the head office of the railways for permission to transport such over-dimentional goods and for that purpose get the necessary open wagons. According to the availability of the wagons the goods are loaded into the wagons; and if the wagons are not immediately available the goods remain in the docks.

122. The clearing and forwarding agents have to maintain godowns for the storage of cargo received from the docks or to be sent to the docks for export. Such godowns are either on ownerships basis or on rental basis and they are situated either in the docks or in the vicinity of the docks. In the case of import the goods are moved from the docks to the godowns and in the case of cargo which is meant for export the godown keeper prepares the necessary delivery challan mentioning therein the cargo, the number and the shed of the dock from where the goods are to be loaded into the ships He also makes the entry of such goods removed from the godowns and transported to the docks for export into the register kept for the purpose.

123. General clerks of the clearing and forwarding agents have to work in the offices. Their work mainly consists of receiving documents for clearance of consignments from the docks make entries in the registers make necessary correspondence regarding the clearance of goods with the customs authorities, the dock authorities, the parties, their banks, insurance companies; surveyors etc. They are also to keep the records of the documents, licences, railway receipts etc., and for the purpose of the office of the clearing and forwarding agents generally they have to employ clerks, typists, stenographers, cashiers, peons, mazdoors watchmen, drivers, cleaners; carpenters etc. and the further question is whether considering the duties of these various categories of workers they will be covered by the definition of dock worker as defined in the Dock Workers (Regulation of Employment) Act.

Applicability of the Definition of Dock Worker

124 The definition of "dock worker" as given in section 2(b) of the Dock Workers (Regulation of Employment) Act, 1948, is as follows:—

> "Dock worker" means a person employed or to be employed in, or in the vicinity of any port on work in connection with the loading, unloading movement or storage of cargoes or work in connection with the preparation of ships or other vessels for the receipt .....".

Learned Counsel for the employers has argued that none of the employees of the clearing and forwarding agents has to do anything with loading or unloading or movement of cargo. They are simply to prepare the necessary documents and pay the various charges connected with the exportation and importation. None of them is covered by the definition and the employees are not dock workers.

125. It has been further argued that the definition of dock worker in the Act is to be co-related with the scheme of the legislation in which it occurs which was passed to provide for regulating the employment of dock workers and making a scheme for ensuring greater regularity of employment and it cannot therefore apply to the workers in question. The employers have also produced a copy of the statements of objects and reasons published in the Government Gazette in the year 1948 and it has been contended that only those persons who are immediately connected with the loading and unloading or moving of cargo would be covered by the definition.

126. The learned Counsel has argued that if the definition is given a wider meaning it can be stretched to ridiculous lengths and even persons who take part in the manufacture of goods to be exported shall have to be considered as dock workers and the definition should be interpreted in the proper light.

127. However, before considering the statement of objects and reasons I think it is necessary to consider whether the employees would be covered by the wording of the definition itself. The main clause is *a person employed on work in connection with the work* of loading and unloading movement or storage of cargo. The wording clearly shows that the Legislature does not want to make

the definition applicable only to persons who are employed in the act of loading, unloading or movement etc. of cargo but also to persons employed on work in connection with such operations and it shows that any work in connection with loading and unloading and movement and storage can be considered to be work of the dock workers. To say that only a person who is directly connected with loading or unloading or movement or storage will be included will be inconsistent with the wording and will amount to giving too narrow an interpretation to the definition and in that event only persons who were actually loading would be covered by it. It is significant to remember that under the definition not only persons employed in the Port are to be considered but also persons who are employed in the vicinity of the Port also have to be considered and this will also show that even persons who are doing work other than loading or unloading or storage and movement but which is in connection with these operations, it would be covered by the definition. The only thing necessary is that there must be some nexus between the act of the worker and the work of loading, unloading, movement etc. In view of this interpretation anything which is necessary to be done for the purpose of loading unloading movement or storage can be said to be the work which can give the worker the status of a dock worker.

Scope of the Word 'Cargo'

128. It is further significant to remember that the Dock Workers (Regulation of Employment) Act has also defined the word 'cargo'. The definition is "cargo" includes anything carried or to be carried in a ship or other vessel. It is not in dispute that the ordinary meaning of the word cargo is that which is actually loaded in the ship. The cargo has been derived from the word car but the definition in this Act is clearly inclusive and is of wider connotation and anything which has been brought in a ship or which is to be exported will be included in the definition of the word cargo. Thus goods entrusted to the clearing and forwarding agents in Bombay for shipping and which have been declared to be good for export will be said to be goods to be carried and similarly goods carried in ships i.e. imported which are in the hands of the clearing and forwarding agents for dispatch to the importers can be properly described as cargo.

129. It cannot be disputed that before exporting the goods ordinarily there is an order placed with a manufacturer by a foreign merchant and the manufaturer or the person concerned sends the goods to Bombay to the clearing and forwarding agents who take further steps in connection with shipping and when the exporter officially declares that the goods are meant for exportation one can easily say that they are goods to be carried in a ship. Simllarly goods which have been imported and are lying in the docks will be included in the definition of cargo till they are cleared and despatched to the importer. The learned Counsel for the employers has argued that the term cargo can be used only to the goods which are in the hands of the port authorities and stevedore employers I do not think this interpretation will do justice to the definition of the word 'cargo' meaning anything carried or to be carried in a ship. I have already discussed that the definition is inclusive and is of a wider import and in my opinion the goods will assume the technical nomenclature when the owner himself declares to the authorities concerned that the goods are to be carried in a ship.

130. Considering the question of export goods it is absolutely essential that these goods sent to the clearing and forwarding agent must be brought to the docks for the purpose of loading. There must be also permission and the necessary order authorising the loading and the employees who are required to do these acts in my opinion can be said to be persons employed on work in connection with loading. It is not in dispute that in the case of exportation of goods the exporter or his agent has to enter the goods in the bill of export and an importer of the goods Zhas to make an entry of the goods in a bill f entry. The union has produced copies of bills of entry and shipping bills and other documents necessary for the purpose. These entries and documents are necessary for the further processing of loading and unloading. Sectcion 17 of the Customs Act 1962 provides:—

> "(1) After an importer has entered any imported goods unde rsection 46 or an exporter has entered any export goods under section 50 the imported goods or the export goods as the case may be or such part thereof as may be necesary may, without undue delay, be examined and tested by the proper officer.
>
> (2) After such examination and testing the duty if any leviable on such goods shall save as otherwise provided in section 85 be assessed.

Section 46 of the Act provides that the importer of any goods other than goods intended for transit or transhipment shall make entry thereof by presenting to the proper officer a bill of entry for home consumption or warehousing in the prescribed form. The bill of entry is to include all the goods mentioned in the bill of lading or other receipts given by the carrier to the consignor. An importer has also to make a declaration about the truthfulness of the contents and it is only when the proper officer is satisfied that the goods entered in that bill for home consumption are not prohibited goods and the importer has paid the import duties assessed thereupon and other charges under the Act the proper authority makes an order for permitting the clearance of the goods.

131. Similarly under section 50 of the Act an exporter makes an entry of the goods by presenting to the proper officer the goods to be exported and presenting the shipping bill with the necessary declaration and if the proper officer is satisfied that the goods entered are not prohibited goods and the exporter has paid the duty and any other charges he makes an order permitting clearance and loading of the goods for exportation. It is clear from the affidavits of the customs clerk and the dock clerk that these employees are required to process the documents and get the necessary clearance from the customs authorities and the port authorities and as these are necessary steps for the purpose of loading and unloading it shall have to be held that they are workers employed on work in connection with loading and unloading in the docks.

132. It is not in dispute that at times the goods imported and landed in the docks are required to be warehoused if they cannot be cleared within a reasonable time. The importer may request for permission for storage of the goods in a public warehouse or in a private warehouse. It is also clear from section 58 of the Customs Act that the Assistant Collector of Customs may license private warehouses wherein dutiable goods imported by or on behalf of the licensee or any other imported goods in respect of which facilities for deposit in a public warehouse are not available may be deposited without payment of duty and the employees handling the goods are dock workers.

133. Some of these employers have got godowns and whenever occasion arises they have to store the goods imported in their godowns. It also appears from their affidavits that before export the manufacturers send the goods to Bombay to the clearing and forwarding agents. The employees of the clearing and forwarding agents take delivery of the goods from the railway authorities. In case the goods are meant for export they get them exempted from the levy of octroi and take them in the godowns of the agents.

134. I have already mentioned the procedure of making entry of export goods. The clearing and forwarding agent has to make entry of the goods by entering them in a shipping bill and presenting the bill to the proper officer. It is clear from the affidavit of the dock clerk Shri Naik that he gets the shipping bill from the customs clerk after the customs formalities are completed. The said shipping bill along with the shipping order from the agent of the steam ship company is taken to the Cargo Supervisor and the Cargo Supervisor gives the necessary order for bringing the goods inside the docks, and when the necessary permission of the Cargo Supervisor is obtained for bringing the goods into the docks the employees bring the goods from the godowns to the docks can be said to be workers employed in connection with the movement of cargo.

135. It is significant to remember that when the clearing and forwarding agent makes entry of the export goods by presenting the bill the goods are actually in the private godown or warehouse and after the customs formalities are over they are brought into the docks. The goods have been already described by the agent as cargo in the bill presented by him and it is clear that the watchman and godown keeper with whom the goods are stored the mazdoors who handle and drivers who transport the goods to the docks in the trucks are persons employed on work in connection with movement and storage of the goods to be carried in ships in cargo and will be covered by the definition of dock worker. The suggestion on behalf of the employers that by the word storage in the definition of dock worker is meant only storage with the port authorities cannot be accepted. The definition does not state storage with the authorities. It merely states storage of cargo. And hence so long as the goods retain the character of being a cargo work in connection with the storage of the goods will be the work of a dock worker.

136. The clearing and forwarding agents have to despatch the imported goods to the importers after the clearance. They can be despatched either in trucks or by railway depending upon the size, weight etc. The railway booking clerk of

the union has in his affidavit stated that when the goods are large in size and have to be transported in railway wagons the railway clerks has first to go to the docks and they decide what type of wagon and how many such wagons would be required for transportation He accordingly places an order with the railway authorities for the supply of necessary number of wagons and according to the availability of the wagons gets the goods loaded into the wagons If the wagons are not available immediately the goods remain in the docks and thus the steps taken by the employee the railway clerk for moving the cargo lying in the docks can in my opinion be said to be work in connection with the movement of the cargo and the railway clerk and the mazdoors there handling the cargo and in the employ of the also shall be covered by the definition of dock worker

137 Thus the evidence clearly shows that all the categories of employees of the clearing and forwarding agents have to do some work in connection with the loading unloading movement and storage of cargo They can be said to be employees on work in connection with these operations It is also clear that they are required to work either in the Port area or about the Port and in the vicinity and will be covered by the definition of the term dock worker under the Dock Workers (Regulation of Employment) Act 1948 Though it has been argued very vehemently that no employee of the clearing and forwarding agent is doing the work in connection with loading and unloading movement etc if we examine some grievances stated by many employees in their written statements we shall find that the work of the employees of the clearing and forwarding agents relates mainly to these operations In the written statement of employer serial No I in para 21 sub paras (g) and (h) it is shown what is expected of these agents It shows that it is a part of their duty to see that the good are properly loaded unloaded etc properly moved etc In sub paragraph (g) the employer has stated the custom house agent has also to pay compensation for damage to goods while loading or unloading due to the negligence of labourers etc In sub-para (f) the employer states that he has to pay the demurrage for the delay caused in clearing due to slow working by the customs officials on the ground that the clients think that it is the duty of the agent to arrange proper clearance which is nothing but movement and I am satisfied from the evidence that all the categories of the employees of the clearing and forwarding agents are dock workers under the definition

138 This inference would be further corroborated from the observations and findings of the Central Government Industrial Tribunal Dhanbad Shri L P Dave in Ref No 14 of 1964 The union has produced a copy of this award it exhibit It was a dispute raised by the Transport and Dock Workers Union against some of the clearing and forwarding agents of Bombay and was in respect of wages, hours of work and other conditions of service It appears that in that case the employers had raised the question about jurisdiction and appropriate Government and the Tribunal had to decide whether the dispute was concerning a major port and for that purpose had to decide the nature of the duties performed by the workmen in the employ of the clearing and forwarding agents In this award it has been observed —

> 'It is to be remembered that it is part of the duty of the present employers to move goods after being unloaded from ships and would be lying in the Port Trust sheds The present employers have to move it from there to the customs area to get it cleared by the customs department The goods are then taken back to the Port Trust sheds and delivery has to be done from the Port Trust sheds and goods taken away from the Port Trust area In other words the present industry is concerned with moving of goods in the port area Though this work may not be concerned directly with loading in ships or unloading from ships it is concerned with the Port and as such the dispute does concern a major port

139 The union has also produced a copy of the judgment of the Bombay High Court in Special Civil Application 1342 of 1959 dated 14th April 1966 In this case also the learned judges had to decide the question about jurisdiction and appropriate Government and had considered the nature of the work of the clearing and forwarding agent In this judgment their Lordships have observed —

> 'So far as the activities of the godown department were concerned it was admitted that 25 per cent of the space in the godowns was utilized for storing the goods for clearing and shipping In view of all these circumstances it cannot be said that the activity of the godown was not in relation to major port

Both these cases are not directly appplicable to the point in question. However it is clear from the observations that the employees of the clearing and forwarding agents have to do the work in connection with movement and storage of cargo in the godown. The employees in both these cases are parties to the reference and these observations also support the case of the union that the employees of the clearing and forwarding agents are dock workers and considering these observations it shall have to be held that the employees of the clearing and forwarding agents are dock workers.

140. Shri H. K. Sowani the learned Counsel on behalf of the union has argued that the relationship between the working of the major port and the work of the clearing and forwarding agents' employees is so intimately connected that if the workmen of the clearing and forwarding agents go on strike the activity of the Port would come to a standstill and considering the nature of the work there is nothing inconsistent to regard the employees of these agents as port and dock workers. The union has relied upon a letter dated 4th November, 1966 written by the Assistant Labour Commissioner (Central) Bombay (exhibit W-43) to the Regional Labour Commissioner (Central) Bombay during the period of the strike. In this letter the Assistant Labour Commissioner had mentioned the steps he had taken to bring about conciliation and the meeting he had arranged. He observed in the second paragraph of his letter:

> "During the day on 2nd November, 1966 the Chairman (through Deputy Chairman, Dock Labour Board) got me in touch and wanted to know the details of the case and the stand taken by the parties *since the congestion in the Port because of the stoppage of work was increasing*. He was apprised with the details accordingly. On 4th November, 1966 it is learnt that Shri L. M. Nadkarni, Bombay Port Trust Chairman has initiated efforts to bring about a settlement of the dispute ....."

141. I do not think that this letter would throw much light on the nature of the work done by the employees of the clearing and forwarding agents. It only shows the important role played by this branch of the industry and a strike by them paralyses the work in the major ports. However, I have considered the evidence and the various provisions of the Customs Act and found that all the categories of the workers stated above in the employ of the clearing and forwarding agents are employed on work in connection with loading, unloading, movement and storage of the cargo and they are dock workers as defined under the Dock Workers (Regulation of Employment) Act, 1948

Contentions Based on the Terms of Reference

142. The employers have further opposed the claim of the workmen on the contention that these workers in their employ are not covered by the terms of reference under which the Wage Board was constituted by the Government of India. The employees were not also covered by the actual recommendations of the Wage Board under Government Resolution No WB-21(13)65 dated 27th April 1965 and they are not entitled to the benefits under it. It was alleged that while making the recommendation the Board had exceeded the terms of reference of the Government Resolution dated 13th November, 1964. The Government in their Resolution itself had defined the term employee. The Board while enumerating the categories of employees to whom the recommendations would apply had added clause E in para 1 of the recommendations and had exceeded the terms of refer ence and clause E of para 1 of the recommendations cannot be looked into for deciding the coverage of the employees and in view of these contentions the following issues were framed:—

(5) Whether the workmen employed by them are covered under the terms of reference of the Wage Board constituted by the Government of India Resolution No. WB-21(4)/64 dated 13th November, 1964.

(6) Whether the employees are covered by the recommendations of the Wage Board appended to the Government Resolution No. WB-21(13)/65 dated 27th April 1965. If so which categories of employees are covered by the said recommendations

(7) Whether in determining the categories of employees to whom the recommendations are made applicable as stated in clause E of the Board's recommendations the Board has exceeded the terms of reference prescribed by Government of India Resolution No. WB-21(4)/64 dated 13th November, 1964 or whether the employees stated in Clause E are included in clause B

143 The Government had appointed a Wage Board by their Resolution No. WB-21(4)/64 dated 13th November, 1964 It prescribed the terms of reference and I shall herein state the relevant portion of the terms of reference:—

Resolution

No. WB-21(4)/64.—In pursuance of the recommendations made in para 25 of Chapter XXVII of the Second Five Year Plan and in para 20 of Chapter XV in the Third Five Year Plan, the Government of India have decided to set up a Wage Board for the *Port and Dock Workers at Major Ports* . . .

3. The following will be the terms of reference of the Board.

(a) To determine the categories of employees--manual, clerical, supervisory etc, who should be brought within the scope of the proposed wage fixation.

NOTE.—The term 'employees" will exclude Class I and II officers and cover the following.—

(i) persons employed by the major port authorities;

(ii) dock workers as defined under the Dock Workers (Regulation of Employment) Act, 1948,

(iii) the employees engaged by the Dock Labour Boards and their administrative bodies, and

(iv) employees engaged by the listed employers

From this Resolution it is clear that the Wage Board was set up for the port and dock workers at major ports and by the terms of reference the Wage Board was authorised to determine the categories of employees who should be brought within the scope of the proposed wage fixation.

144. Obviously the Board has to determine the categories from the Port and Dock workers for the application of the proposed wage fixation and have to select the workers out of the groups mentioned in the terms of reference, and if the employees of the clearing and forwarding agents satisfy the requirements of any of the four groups there is no question of their being not covered by the terms of reference. The union has claimed that the employees of the clearing and forwarding agents are dock workers as defined under the Dock Workers (Regulation of Employment) Act, 1948 and they belong to the group Note 2. I have discussed the evidence and the definition and previously found that the employees are dock workers under the Dock Workers (Regulation of Employment) Act 1948 and are covered by clause (a)(ii) of the resolution and the contention that these employees are not covered by the terms of reference cannot be accepted and the further question is whether they are covered by the actual recommendations

145 After the constitution of the Wage Board, the Board held meetings. As per term 3(d) of the resolution the Wage Board was required to submit its recommendations regarding the demands of labour in respect of interim relief within three months and the Board has made its recommendations which were accepted by Government under Resolution No WB-21(13)/65 dated 27th April 1965. In clause 1 of the recommendations the Board had stated the categories of employees to whom the recommendations would be applicable In this clause there are in all five clauses A, B, C, D and E

A *Employees of Major Port Authorities.*

B. *Dock Workers as defined under Dock Workers (Regulation of Employment) Act, 1948.*

(1) Employees covered under the schedule of the Dock Workers (Regulation of Employment) Scheme relating to the major ports of Bombay, Calcutta, Madras, Cochin and Vishakhapatnam.

(2) Employees covered by Unregistered Dock Workers (Regulation of Employment) Schemes at the ports of Bombay, Calcutta and Madras.

(3) ——

(4) ——

(5) Similar categories of employees as in items 1 and 2 at all major ports, whether they are covered by the Scheme or not.

C *Employees engaged by the Dock Labour Board and their Administrative Bodies.*

D. *Employees engaged by listed Employers.*

E. *Employees of Employers, other than Port Authorities, Dock Labour Boards, Administrative Bodies, listed Employers and registered Employers.*

(1) ——

(2) ——

(3) ——

(4) ——

(5) Employees who come within the definition of "dock worker" under the Dock Workers (Regulation of Employment) Act, 1948.

and the union has contended that the workmen in question will be covered by clauses B(5) and B(5) of the recommendations and will be entitled to the benefits thereunder and first I shall examine the contention that these employees are covered by sub-clause B(5).

Whether the Employees are covered by Clause B(5).

146 I have already referred to the provisions of the Dock Workers (Regulation of Employment) Act, 1948. Section 3 of this Act makes provision for a scheme for the registration of dock workers and employers with a view to ensuring greater regularity of employment and for regulating the employment of dock workers whether registered or not and section (4) of the Act empowers the Government to make one or more schemes for a port or group of ports. Accordingly the Central Government had made schemes for registered dock workers at six major ports and also for unregistered dock workers at Calcutta, Bombay and Madras and these schemes are made applicable to some of the dock workers—mentioned in the schedule attached to the schemes.

147 The Bombay Dock Workers (Regulation of Employment) Scheme, 1956 applies only to the categories of stevedore workers such as (a) foremen (b) chargeman (c) stevedore tindal (d) winchman (e) hatch foreman (f) khalasi (g) stevedore worker senior (h) stevedore worker junior and (i) tally and sorting clerk and The Bombay Unregistered Dock Workers (Regulation of Employment) Scheme 1957 is applicable to (1) workers employed on vessels for cleaning chipping and painting work (2) workers employed on vessels for coal stevedoring and coal bunkering work (3) Foodgrain workers working in the docks. The schemes relating to other ports such as Calcutta, Madras, Cochin and Visakhapatnam mention the different categories of workers to whom they are applicable The wording of the clause B(5) is 'similar categories as in 1 and 2 at all the major ports whether covered or not'. It is clear from the schedules that the categories mentioned in these schedules at different major ports are not uniform and by clause B(5) the Board wants to bring uniformity. However, the learned Counsel for the union has argued that by the word categories the Wage Board intends to make the scheme applicable to the category of dock workers and dock workers at all major ports whether they are covered by the scheme or not will be entitled to the benefit of the recommendations under this clause.

148 I do not think this interpretation put by the learned Counsel can be accepted as it is clear from this clause itself that it is applicable only to similar categories as in B(1) and B(2). By similar categories the Board wants to make it applicable only to the workers who are doing similar work. I have already mentioned that the different schedules mention some different categories of workers. It will be seen from the schedules in the Mormugao Scheme that only winchmen are covered by the scheme. The Bombay scheme is applicable to nine categories of workers and hence under clause B(5) the employees working at Mormugao and doing similar work as foreman, chargeman, stevedore, tindal, winchman, hatch foreman, khalasi, stevedore worker senior and junior and tally sorting clerk will be able to claim the benefit under this clause

149 Moreover it is significant to remember that on the date of the recommendations i.e. 9th April, 1965 of the Wage Board there were no Dock Workers Scheme and Unregistered Dock Workers Schemes at all the major ports. Even today there may not be both the schemes at some ports. By the sub-clauses B(1) and B(2) the Wage Board has included the categories covered by the two schemes at the major ports. By clauses 3 and 4 it has made the benefits applicable under the schemes to similar workers at the other ports, while by clause B(5) they have brought about uniformity. In the absence of B(5) the categories of workers such as the (1) Sirdar (2) Mate (3) from Calcutta Port will get the benefits while those categories from Bombay may not get the advantage as they are not

covered by the Bombay scheme. This shows that B(5) is intended to bring about uniformity at all the major ports.

Whether the Wage Board Exceeded its Jurisdiction

150. As regards the contention raised by the employers that the Wage Board has exceeded its jurisdiction in adding clause E(5) I do not find any substance as the terms of reference themselves in Note 2 state that the word "employee" will cover dock workers as defined under the Dock Workers (Regulation of Employment) Act, 1948. It is true that the Board in its recommendations in clause B which pertains to this group of employees has only mentioned the various categories of employees covered by the schemes. However, grouping dock workers as defined under the Dock Workers (Regulation of Employment) Act under different headings and making the schemes applicable to them by a separate clause will not render the recommendations invalid. The Board thought it more convenient to mention the various categories of Workers to whom the recommendations should be made applicable by taking the four groups and then by a residuary group.

151. In the terms of reference though there is no such group of employees as "employees of employers other than port authorities, dock labour boards, administrative bodies the Board after considering the statements and schemes and the objects have thought it proper to group the other workers together. There is much substance in the submissions made by the union that all the sub-clauses in the residuary clause E are the part and parcel of the group of employees mentioned in the terms of reference at 3 Note (II) and the only requirement is to see whether they would be covered by the definition of the term 'dock worker" under the Dock Workers Regulation of Employment Act and there is no question of exceeding the terms of reference. In fact clause E is essentially a part of clause B and the contention that by adding clause E the Board has enlarged the categories of employees does not merit any consideration and in my opinion the employees of the clearing and forwarding agents such as customs clerk, dock clerk, railway clerk and godown clerk and others are covered by the recommendations of the Wage Board appended to the Resolution dated 27th April, 196.

Sanction for making the Recommendations

152. The employers have further contended that while making the recommendations about the interim relief and additional dearness allowance the Wage Board had not the necessary legal sanction and in making the recommendations they had also exceeded the terms of reference in that respect. I have already referred to the terms of reference in the Resolution under which the Board was constituted and under term No. 3(d) the Board was to make interim recommendations. This term is as follows

> (d) 'Within three months from the date the Board starts its work, it will submit its recommendations regarding the demands of labour in respect of interim relief pending submission of the final report."

Thus it is clear that the Board had to consider the demands of the labour and decide the question about the interim relief. It is also not in dispute that the union had made a demand for revised scales of pay and also allowances such as dearness allowance house rent allowance, compensatory allowance etc. The Board has by the recommendations granted interim relief and additional dearness allowance and leaving aside the question about the quantum it cannot be said that granting interim relief and dearness allowance is exceeding the terms of reference under which they were appointed.

Contention regarding Modifying the Recommendations

153. The Central Wage Board had after its appointment made a unanimous recommendation on 9th April 1965 regarding the interim relief to be given to the port and dock workers and these recommendations were accepted by Government Resolution No. WB(13)/65 dated 27th April, 1965 and in these recommendations under clause I E the Wage Board had given the benefit of the recommendations to the dock workers as defined under the Act who were in the employ of employers other than those who were mentioned in other clauses A, B, C, and D and in the sub-clause E there was also E(5) which was of a general nature. But subsequently after about a year and a half the Board modified the previous recommendations by substituting clause E(5) by another clause and now the employers have

contended that the Board was not competent to modify its own recommendations and as by the modification they have substituted clause E(5) and the provisions of this clause cannot be considered while deciding the scope of the reference and it has been in the alternative further contended that the [illegible] of the clearing and forwarding agents are not covered by the recommendations

154 In view of these contentions two issues were framed

9 Whether the Board is competent to modify its recommendations at a later date and whether sub-clause (5) of clause E in Part I of the appendix to the Resolution WB 21(16)/65 dated 27th April 1965 can be considered for deciding the applicability of the recommendations of the Wage Board in view of the subsequent Resolution No WB 21(66)/65 dated 16th July 1966 substituting the original clause 5 of clause E by a new sub-clause

10 Are the employees in question covered by the recommendations of the Wage Board as modified by Resolution No WB-21(6)/65 dated 16th July, 1966

I have already mentioned that the Wage Board was set up to work out a wage structure based on certain principles and to determine the categories of the employees who should be brought within the scope of the wage fixation It is not in dispute that by the recommendations accepted by Government Resolution dated 27th April 1965 in addition to other categories they had made the recommendations applicable under clause E(5) to the employees who would come within the definition of dock workers under the Dock Workers (Regulation of Employment) Act and in my opinion by this clause all dock workers in the employ of employers other than port authorities dock labour boards administrative bodies listed employers and registered employers were covered

155 It appears that subsequently some representations were made to the Board and they modified the recommendations by substituting clause E(5) by another clause and by the new clause it was provided that the recommendations were applicable to 'persons mainly employed in a Dock as defined in para 2(3) of the Dock Workers (Safety Health and Welfare) Scheme 1961 made by the Central Government in exercise of the powers conferred by section 4(1) of Dock Workers (Regulation of Employment) Act 1948 Wage Boards are appointed in pursuance of the recommendations made in the Second and Third Five Year Plans After examining the various issues referred to it the Board makes recommendations and Government after considering the merits decides to accept or reject the recommendations The recommendations dated 9th April 1965 were in respect of interim relief and if subsequently the Board considering other circumstances thought it fit to modify them it cannot be said that they had no authority to modify their own interim recommendations They were still seized of the matter and had not become functus officio and I do not find any reason to hold that the Board was not competent to modify the recommendations Moreover Government had accepted the modification made by the Board Naturally the final word rests with the accepting authority and I do not find any illegality regarding the modification

156 Government had accepted the modification by their Resolution dated 16th July 1966 which reads as follows —

'The recommendations of the Central Wage Board for Port and Dock workers at major ports for grant of interim relief were published as appendix to Government Resolution No WB 21(16)/65 dated the 27th April 1965 After considering certain representations made to it the Wage Board has recommended that the following may be substituted in place of sub-clause (5) of clause (E) in para 1 of the Appendix to the aforesaid Resolution —

'Persons mainly employed in a Dock as defined in para 2(3) of the Dock Workers (Safety Health and Welfare) Scheme 1961 made by the Central Government in exercise of powers conferred by Section 4(1) of Dock Workers (Regulation of Employment) Act, 1948"

Government have decided to accept the recommendations of the Wage Board and to request the concerned employers to implement the recommendations in the light of the above modification as early as possible"

This clearly means that the earlier recommendation under this clause is no more to be considered and the modified recommendation will take its place

Whether original Clause E(5) can be considered for Granting Benefit

157. The learned Counsel for the union has argued that till the date of the modification and substitution the recommendations of the Board should cover all the employees who satisfied the definition of "dock worker" under the Dock Workers Regulation of Employment Act, 1948 and till that date they should get the advantage of the recommendations. I do not find any substance in this contention. It is clear that the Board has made mere recommendations. The acceptance of the recommendations by the Government does not create any right in any party. Moreover the recommendations which are to be implemented are the recommendations in the modified form and there is much substance in the contention of the employers that the previous clause E(5) which made the recommendations applicable to all the employees who satisfied the definition of a dock worker should not be looked into and the further question is whether the employees of the clearing and forwarding agents will be covered by the modified recommendations.

158. I have already discussed the recommendations about the categories of workers included in clause 1B and have rejected the contentions of the union that the employees in question will be covered by clause B(5) i.e. similar categories of employees as in item 1 and 2 at all major ports whether they are covered by the scheme or not. The workers have tried to support their case on clause E(2) and E(5) No other clause in the recommendations is applicable and I shall first discuss the applicability of the substituted clause E(5) to the present workers.

Whether the Clerk Employed in the Dock means Employed by the Dock

159. The substituted clause E(5) if analysed will require the employees to satisfy that they are persons mainly employed in a Dock as defined in para 2(3) of the Dock Workers Safety, Health and Welfare Scheme, 1961. Shri P. P. Khambatta the learned Counsel on behalf of the employers has argued that according to to the wording of this clause only workers employed by the docks would be covered under this clause while persons in the employ of other employers will be out of the scope of the same. The learned Counsel has relied upon similar provisions of the Factories Act and has invited my attention to the observations of their Lordships of the Supreme Court reported in 1961 II LLJ 86 Birdichand Sharma vs. First Civil Judge, Nagpur. According to him the word employee has a peculiar meaning and always implies relationship. In this ruling their Lordships had to consider the definition of the word "worker" as defined in section 2(1) of the Factories Act and their Lordships had discussed the tests laid down in the ruling Dhrangadhra Chemicals regarding the definition in section 2(s) of the Industrial Disputes Act which was similar. In this ruling it has been observed:—

> " ..that the word "employed" used therein implied a relationship of master and servant or employer and employee."

However, it is clear from the ruling that their Lordships had to consider the question whether there is a relationship of master and servant between the two parties. Clause E(5) of the substituted recommendations does not give any definition but mentions the category of workers to whom the recommendations are to be made applicable and the words "persons mainly employed in the docks" will not in my opinion show the relationship of master and servant between the persons and the docks and would only show that the person is engaged in the dock. The adverb mainly also supports the view that there is no relationship of a master and servant between the person and dock. By the word mainly is suggested that the major part of his work is done in the docks as defined. The further part of the clause viz., "as defined in para 2(3)... " necessarily indicates the place where the person employed has to work and I do not think that the interpretation put by the employers on the clause 'employed in the docks' meaning employed by the docks can be accepted; and workers in the employ of other employers also if they satisfy the further conditions would be covered by this clause.

Meaning of the Word 'Dock'.

160. For the workman to get the benefit under the recommendations it must be shown that he is engaged in some work in the dock as defined in para 2(3) of

the Dock Workers (Safety, Health and Welfare) Scheme. In the said scheme the word "Dock" has been defined as follows:—

> "Dock means any dock, wharf or quay and shall include any warehouse or store place belonging to owners, trustees or conservators of and situated in or in the vicinity of the dock, wharf or quay and any railway line or siding on or used in connection with the dock wharf or quay but not forming part of a State Railway."

Analysing this definition it will show that for the applicability of the clause a person shall have to satisfy that he is working in

(1) any dock, wharf or quay	belonging to owners, trustees or conservators and situated in or in the vicinity of the dock wharf or quay.
(2) warehouse or storeplace	
(3) Railway line or siding	used in connection with the dock wharf orquay but not forming part of a State Railway.

From this it is clear that for being covered under the clause the place of the work of the employee must be either in the dock or in the warehouse belonging to the authorities or on a railway line or siding not forming part of the State Railway.

161. The learned Counsel for the employers has argued that even if the substituted clause is applied to the employees in question they will not be covered by the same and will not be entitled to the benefits recommended. The learned Counsel Shri Sowani has argued that the Wage Board has used the words 'persons employed' and by the modification they have widened the scope of the clause and all employees will be covered. However, it cannot be lost sight of the fact that clause E is a part and parcel of clause B of the recommendations. Clause B speaks of dock workers as defined in the Act. Even the Dock Workers (Safety Health) Scheme also provides that the words dock worker and employer has the same meaning as under the Act and by the words persons is presumed to be the dock workers and amongst them also who are working in the dock and thus by the modification the Wage Board has restricted the scope of the applicability of the recommendations.

162. I have already discussed the duties to be performed by the various categories of employees of the clearing and forwarding agents and it will appear that the Custom Clerk works only in the Customs House and the general clerk works in the office of the employer and they cannot be said to be persons employed in the docks. Similarly the godown keepers though working in the warehouse or store place as the same does not belong to the trustees of the dock he cannot be said to be a person employed in the dock. Regarding the dock clerk and his helpers however it is clear that they would be mainly working in the dock as defined in the Dock Workers (Safety, Health and Welfare) Scheme, 1961.

163. I have already discussed the evidence and found that after clearance order if the goods are heavy and of big size they remain lying in the docks till the availability of wagons and the railway booking clerk makes the arrangements for their despatch and lifting them up from the dock store and can be said to be working on the railway line or siding used in connection with the docks. The learned Counsel for the employers has argued that there is absolutely nothing in evidence to show that the railway clerk and his helpers if any in the employ of the clearing and forwarding agents work on railway lines or siding not forming part of the State Railway. The witnesses examined by the union do not even state that they are covered by the substituted clause E and they will not be entitled to get the benefit under he recommendations. The union has contended that there is a network of B. P. T. Railway and the railway clerk and his helpers have to work on the B. P. T. Railway sidings connected with the dock and they are covered by the clause.

164. As regards the evidence it is true that in the affidavit of the railway clerk filed specifically by the union it has not been stated or made clear that the railway or siding where they work belong to the B. P. T. However, the union has produced a booklet of the Port of Bombay giving information about the various departments as on 1st November, 1967 and it will be relevant here to quote some of the passages about the B. P. T. railway which will give us an idea about the nature and volume of work done by the railway in which the employees of the clearing and forwarding agents in the railway section must be necessarily taking part and can be considered to support the contention that the

words railway and siding used by the clerk in his affidavit refer to B. P. T. railway and B. P. T. railway siding.

165. Bombay is served by two railway systems the Central and the Western Railways but the Bombay Port Trust Railway provides a link between the docks, bunders and the various depots in the Port area and the two main railway systems. On page 37 of the booklet it is stated:—

> "The Bombay Port Trust Railway was inaugurated in 1915 and is linked to the Trunk Railways at Wadala a distance of about seven miles. The railway has 10 stations and its total track including connections to numerous private sidings covers about 132 miles. It has a fleet of about 630 wagons of different types, 20 diesel and 23 steam locomotives, 2 cranes of 30 tons and 15 tons capacity respectively and one weighbridge of 100 tons capacity. On an average 460 wagons are loaded on the railway, 360 wagons unloaded and 1500 foreign wagons interchanged daily. The strength of the staff of the railway is over 1800. The railway handles annually about 5 million tonnes or 60 per cent of the total inward and outward rail-borne traffic of Bombay."

It has been observed on page 39:

> "The excellent terminal railway facilities provided by the Port Trust have contributed materially to the development of the Port. Though small in size the Port Railway carries a large volume of traffic. In 1963-64 its inward and outward traffic or traffic coming from and going to stations beyond the Port Trust Railway amounted together to 3.98 million tonnes. This represents about 52 per cent of Bombay's total railborne traffic. In other words the Bombay Port Trust railway handled singly a little more than the traffic which was handled together by the Central and Western Railways at their respective stations in Bombay."

I have already referred to the part of the statement or the railway clerk's affidavit regarding wagons and it is clear that the railway clerks of the employers must be working on the B. P. T. Railway and the sidings in connection with the docks.

166. It is significant to remember that the various forms produced by the union also make reference to the B.P.T. Railway. It will appear from form A which is exhibit W-10 that it is addressed to the Bombay Port Trust Docks|Bunders|Railway. Similarly in form B there is also a reference to the Manager, B.P.T. Docks/Bunders/Railway. The employers themselves have produced a bunch of dock circulars copies of which have been sent to the Bombay Customs House Clearing Agents Association. Working Order No. 11 is in respect of dock scale of rates, demurrage fees on transhipment cargo or goods to be railed from the docks and the instructions in this order will show that the importers presumably the clearing and forwarding agents are required to produce the necessary certificate from the Railway Manager B.P.T. To qualify for the lower levy of demurrage on goods cleared by rail as prescribed in sub-clause (b)(1) the following conditions should be fulfilled (1) the goods should be cleared out of the limits of Greater Bombay by rail (2) the importer should place requisition for wagons not later than the close of the first working day following the day on which the goods are ready for despatch. (3) the requisitions for wagons must be repeated daily thereafter and (4) a certificate from the Railway Manager, Bombay Port Trust should be produced stating the dates of requisitions and dates and times of supply of wagons and this shows that the railway clerks and their helpers in the employ of the clearing and forwarding agents have to mainly work on the B.P.T. Railway and the sidings and yard of that railway and will be covered by the definition of clause E(5) substituted by the Resolution dated 16th July, 1966.

167. Shri H. K. Sowani the learned Counsel on behalf of the union has argued that not only the dock clerk and the railway clerk and their helpers but all the employees of the clearing and forwarding agents would be covered by this clause E(5) as their work relates to loading and unloading and movement to the docks and has relied upon the ruling reported in 1960 I LLJ page 756 and 1963 II LLJ 436. He has invited my attention to the following observations of their Lordships:—

1960 I LLJ page 756 (Punjab Sugar Mills Co., Ltd. and State of Uttar Pradesh and another)

> "The preposition "in" before "any industry" in the definition of "workman" has been used by the legislature to signify the inclusion of persons

employed and not their position or location in the industry as a whole. According to the Shorter Oxford English Dictionary (3rd Edn.) the preposition "in" also means in reference to. Having regard to the legislative object of preventing strikes and lockouts and maintaining supplies in the country, it must be held that the expression "employed in the industry" should be construed to mean employment in reference to any Industry, business or trade."

1963 II LLJ 436 (J.K. Cotton Spinning and Weaving Mills Company Ltd., and Labour Appellate Tribunal of India and others).

"The expression "employed in any industry" in section 2(s) of the Industrial Disputes Act, would take in employees who are employed in connection with operations incidental to the main industry.....An employee who is engaged in any work or operation which is incidentally connected with the main industry of the employer would be a workman provided the other requirements of section 2(s) are satisfied."

168. I do not think that any of the above observations would come to the help of the union for showing the recommendations of the Wage Board to be applicable to the employees who are not actually working in the docks as defined by clause 2(3) of the Scheme. In the cases quoted above their Lordships were considering the definition of a workman and in that connection have held that 'employed in the industry' would cover even workers who were doing incidental operations. The main object in the two cases was to see the relationship between the employer and the employee. In clause E(5) the word "dock" occurring in the wording "persons employed in a dock" does not show dock industry or clearing and forwarding industry. I have already observed that it necessarily indicates place or location which is also clear from the further clarification provided in the clause "dock as defined by 2(3) of the scheme."

169. It is significant to remember that Government have made the Dock Workers (Safety, Health and Welfare) Scheme 1961 for major ports by way of providing health and safety measures in places where dock workers were employed and in section 2 which gives the definition of dock—it says—In this scheme unless the context otherwise requires dock means any dock, wharf or quay and shall include any warehouse or store place. If we examine some of the clauses in the scheme we shall find that by the definition of the word dock under 2(3) the framer wanted to lay down the place of the work of the employees. Clause 4 of the scheme is in respect of notice of accidents and dangerous occurrences and in effect it provides that notice of any incident in a dock shall forthwith be sent by telegram etc. Clause 8 is in respect of clear lines and it makes provision that every place in the dock where dock workers are employed and all areas in the dock which are in proximity to the place in the dock where dock workers are employed shall be kept clean ....Clause 9 is in respect of drinking water which provides that in every *dock* effective arrangements shall be made to provide and maintain at suitable points conveniently situated for all dock workers employed therein a sufficient supply of wholesome drinking water. So in connection with the scheme they wanted to define the word "dock" and it necessarily connotes place or location and the interpretation "employed in the dock industry" cannot be made applicable to the words 'mainly employed in a dock' in clause E(5) of the recommendations, and I do not think that the workers though in the employ of the clearing and forwarding agents and are covered by the definition of dock worker but whose actual place of work is not in the docks as defined can be covered by this clause in the recommendations and in this view the workmen except the dock clerks and their helpers and the railway clerks and their helpers will not be covered by clause E(5) of the recommendations.

170. I have already observed that the Wage Board has in its recommendations stated the various categories of employees to whom the recommendations should apply. It has grouped these dock workers in five clauses—A, B, C, D and E out of which clause E is the residuary clause which in fact forms an intrinsic part of clause 'B'. Under this clause the Board has included the dock workers in the employ of employers other than the Port authorities, Dock Labour Boards, Administrative Bodies, listed employers and registered employers. In this clause also there are further five groups and the Bombay workmen had in their written statement contended that they were covered under clause E(5) both original as well as substituted. The Madras workers had in their written statement contended that they were dock workers as defined in the Dock Workers (Regulation of Employment) Act, 1948 and further that their case was covered by clause E(2) as the recommendations in clause E(2) related to employees

engaged in handling cargoes in warehouses and transit sheds. In view of these Madras contentions the Bombay employers and the workers were both requested to make their submissions and they were heard on the question whether their case would be covered under clause E(2).

171. Shri Sowani learned Counsel for the Transport and Dock Workers' Union has contended that all the workers in the employ of the clearing and forwarding agents would be covered by clause E(5) but if it is held that some of them are not then at least godown clerks and their helpers including the driver and the mazdoors who transport the goods from the godown to the dock and from the dock to the godown would be covered by clause E(2). This provision enlarges the area of the coverage of the employees. Under this clause it is not necessary that the godown or the warehouse or the place where the dock worker works must belong to the owners, trustees etc., and under this clause it should be held that these employees are entitled to get the benefit of the recommendations.

172. Shri Khambatta the learned Counsel on behalf of the employers has submitted that it was not known under what circumstances the Madras employers had taken the plea that they were covered under clause E(2). There was also no information about the nature of the work done by the Madras employers and it will not be proper to consider this clause. It is further contended that even under this clause only employees handling cargo would be covered. Cargo would mean only goods in the docks in the control of the Ports authorities for the purpose of export and import which would necessarily be handled by the B.P.T. employees and the workers in the employ of the clearing and forwarding agents will not be covered by the clause.

173. It was further argued that the two words warehouse and transit sheds have been put together in this clause and transit sheds necessarily belong to the owners, trustees etc. One word would take colour from the other and considering the meaning of the word warehouse ejusdem generis it should be held that the warehouses referred in this clause also should be of the ownership of the Trustees, owners etc., and the further question is whether the godown clerk and his helpers in the employ of the clearing and forwarding agents would be covered under this clause E(2).

173-A. Clause E(2) merely states:

"Employees engaged for handling cargo in warehouses and transit sheds."

I have already observed that under the substituted clause E(5) persons employed in dock as defined under the Dock Labour Welfare Scheme were covered and the definition of the word "dock" in the scheme though it includes warehouse it requires it to be belonging to the owners, trustees etc. There is no such qualifying clause in E(2) restricting the scope and the meaning of the word "warehouse". It is true that the warehouses and transit sheds are put together in this clause. However, it is not known that transit sheds belong only to the owners or trustees or the port authorities. There may be private sheds also. I have already considered the meaning of the word cargo and have found that regarding imports section goods brought in ships would be characterised as cargo till they are cleared and despatched from the docks to the owners while in export section goods which are to be exported and which have been received in Bombay and have been declared by the owners or their agents as goods for export and entered in the shipping bill wherever they may be lying, would be considered as cargo.

174. I have already discussed the evidence and it is clear that at the time when the goods are entered by the agents in the shipping bill they are actually in the godowns or warehouses and from that place they are taken to the docks after the order from the customs authorities and they will be styled as cargo as they are entered in the bill and the godown keeper and the helpers and the mazdoors handling the goods in the godowns and who are transporting them would be covered by clause E(2) as employees engaged in handling cargo in transit sheds and warehouses.

175. It was contended that clause E(2) would cover only the employees of the Port handling the cargo but there is an inherent inconsistency in this interpretation put by the employers. It is significant to remember that the Wage Board had styled group E as employees of employers other than the Port authorities, Dock Labour Boards, Administrative Bodies. This means that in clause E the Wage Board intends to include the cases of the workers who are in the employ of the employers such as the clearing agents and others. Thus though the godown clerk and his helpers are not covered by clause E(5) their case clearly falls within the provisions of clause E(2) and they will be also entitled

to the benefit of the recommendations under this clause. Thus considering the whole evidence and the circumstances in my opinion all the employees of the clearing and forwarding agents except the customs clerk and general clerk will be covered by the recommendations of the Wage Board and will be entitled to claim the benefits while the customs clerk and the general clerk who works in the office though dock workers are not covered by the recommendations and will not be entitled to claim the benefits.

Opportunity to the Employers prior to the Interim Recommendations

176. The employers have contended that the recommendations of the Wage Board were not binding on them as the Board had not given an opportunity to them to put forth their objections before making the recommendations and they were justified in not implementing them. The union's case is that the Board had given to the employers every opportunity and had made the recommendations after hearing them and in support of their contentions they have examined the Secretary of the Central Wage Board for Port and Dock workers and have also produced certain documents. Witness Shri Nizamuddin Ahmed who is working as Secretary of the Wage Board for Port and Dock Workers has stated in his deposition that the Wage Board had circulated a questionnaire regarding the issues involved in the reference to all interested institutions and individuals. The inter question was to be decided within three months of the Board starting the work and a number of cyclostyled copies of the circular were sent to the Dock Labour Boards at the various Ports to serve them on all the employers connected with the dock work. He has further stated that in addition, the Board had issued a press-note informing all concerned in the port industry about the calling of memoranda on the question of interim relief and the comments of the employers thereon. The press note has been produced as exhibit E54.

177 From the evidence of Shri Nizamuddin Ahmed it is clear that opportunity was given to the employers in the industry. His evidence will further show that specific notices were issued to some of the employers in question. He has stated that employer No. 77 Dharsi Moolji, No. 113 Kanji Jadhavji, No. 126 Winsons, No. 163, Messrs. Shavax C. Khambatta, No. 157 Ardeshir B. Cursetjee and No. 1 in the second list Messrs. Eastern Bunkerers Ltd., were issued notices. He has further stated that the Association of employers viz., the Bombay Customs House Clearing Agents Association was also given notice for appearing and for submitting memorandum and the notice was issued to them on 11th February, 1965 and there is no substance in the contentions of the employers that no opportunity was given to them before making the recommendations

178. The union has also produced copies of the letters written by the Assistant Labour Commissioner to the Regional Labour Commissioner which makes mention about the opportunities given to the employers by the Board. In the letter dated 24th October, 1966, exhibit W-41 it has been stated:—

> "In para 4 they contended that they were not given chances to represent their case before the Wage Board. This fact was also verified by the Secretary of the Wage Board in the presence of the parties and he stated that two letters one on 15th January, 1965 and the other on 13th February, 1965, were issued to the Bombay Custom House Clearing Agents' Association asking them to represent their case before the Wage Board. This contention of the management accordingly also appears to be incorrect."

179. Learned Counsel on behalf of the employers has further argued that if there is something to show that an opportunity was given to the employers before the first recommendation there is nothing to show that the Board had heard the employers before modifying the recommendations in the year 1966. It is significant to remember that on behalf of the employers no question has been put to the witness Shri Nizamuddin Ahmed regarding the notice to the employers before the modifications. Clearly if we see the preamble of the Resolution dated 16th July, 1966, by which the recommendations were modified by substituting clause E(5) it appears that the parties were heard. In the preamble it has been stated:—

> "After considering certain representations made to it the Wage Board has recommended that the following may be substituted in place of sub-clause (5) of clause E".

Thus the Wage Board has taken the necessary steps for giving an opportunity to the employers and the parties concerned to put forth their views about the

issues in question and the contention that the employers are justified in not implementing the recommendations on that account cannot be accepted.

Workers' Plea of Estoppel

180. The union has contended that in the course of the discussion at the time of the strike and during conciliation proceedings the employers had made it clear and admitted that according to them the employees of the clearing and forwarding agents were covered by the terms of reference of the Wage Board and the only question in dispute was as to whether the Wage Board was competent under its terms or reference to make recommendations in respect of the employees engaged by the clearing and forwarding agents and the various questions of law and fact now raised by the employers about the legal binding nature of the recommendations of the Wage Board and about financial incapacity cannot be allowed and the employers were estopped from raising the defence such as (a) the recommendations of the Wage Board are not legally binding (b) each individual employer was not heard or given an opportunity and (c) they are not in a position to bear the burden imposed by the recommendations of the Wage Board. The learned Counsel Shri Sowani has relied upon the copies of the letters written by the Assistant Labour Commissioner (Central) Bombay to the Regional Labour Commissioner (Central), Bombay about the summary of the proceedings of the meetings held by him by way of conciliation. It is true that in exhibits 41 and 42 the Assistant Labour Commissioner has given the contention raised by the employers which speak about the inapplicability of the recommendations and the recommendations being beyond the terms of reference. However, this will not be sufficient to show that it was the only contention raised by them. It has been argued that before the reference was made the Association of the employers had entered into an agreement with the union and considering the same Government had made the reference and the employers were estopped.

181. I do not find any substance in this contention about estoppel. It is clear that the issue referred to this Tribunal is of a very wide nature and it states "whether the employers specified in schedule I are justified in not implementing the recommendations made by the Central Wage Board for Port and Dock workers from time to time in respect of payment of interim relief and additional dearness allowance" and any contention urged by the employers in justifying the non-implementation of the recommendations shall have to be heard. Proceedings before the Tribunal are not in the nature of suits and there is no scope for technical pleas such as estoppel. It has been observed in the ruling reported in 1964 I LLJ page 333 (Workmen of Subong Tea Estate) (India Tea Employees' Union and Subong Tea Estate and another) that "the technical plea that the concerned workmen are estopped from challenging the validity of the retrenchment as they had accepted compensation should not be entertained as such technical pleas are not generally entertained in industrial adjudication".

Employers' Plea of Estoppel

182. The employers have contended that by their correspondence especially their letter dated 31st July, 1965—the union had already admitted that the employees of the clearing and forwarding agents working in the offices were not dock workers and they were stopped from contending that all the employees were dock workers. They have relied upon the letter written by the union to the employers and have produced a copy of the same as exhibit E-4. In view of the discussion on the question what employees are covered by the recommendations I do not think it necessary to discuss this question in detail. However, if we consider the letter of the union I do not think that they will be estopped from contending that the employees working in the office are dock workers. This letter is addressed to the employers Express Transport Private Ltd. and in this letter the union had requested the employers to implement the recommendations of the Wage Board regarding interim relief and grant of additional dearness allowance. In paragraph three of this letter they have written:—

> "Even in accordance with the term "dock worker" as defined in the Dock Workers Regulation of employment Act, 1948, the concerned workmen employed by you in connection with or clearing and forwarding work in the docks at the Customs as also at the godowns are dock workers."

It was suggested that in this paragraph the office staff of the clearing and forwarding agents had not been mentioned and this was an admission on the part of the union that the office staff were not dock workers. However, if we go

through the whole letter we shall find that the whole trend of the letter is to show that all the employees were dock workers. In the second paragraph itself the union has stated:—

> ".....All categories of employees in your employment are covered by the recommendations made by the Wage Board.....and there is no question of estoppel."

and I do not find any substance in the contention regarding estoppel.

183. Some of the employers had besides clearing and forwarding business other business also and it was contended that if a section of the employees is held to be covered by the recommendations of the Wage Board the employer would be justified in not implementing the recommendations as such implemention in respect of a section of employees would result in discrimination in respect of a wage structure and the same would not be just or desirable The learned Council Shri Purav on behalf of the employers has submitted a list of employers who have other business besides clearing and forwarding and also given the number of employees exclusively working in the office and others working in the clearing and forwarding department but not working exclusively in the office and it was argued that by implementing the recommendations there would be discrimination and disaster in the industry.

184. It is not in dispute that the employees who are not working in the clearing and forwarding section are not dock workers and will not be covered by the recommendations and will not be entitled to the benefits under the Wage Board recommendations and there is no question of discrimination in implementing the recommendations in favour of such workers as they are from a different business doing different type of work and operations. In case certain workers are covered by the recommendations and if the conditions of service provide for transfer from one section or department to another section or department then in that case all would be entitle to the benefits. If *inter se* transfer is permissible the recommendation of the Wage Board shall have to be implemented in favour of all and there is no difficulty of any kind.

Contention about Paying Capacity

185. The Wage Board had by its first recommendation dated 27th April 1965 granted to all categories of employees mentioned in clause (1) interim relief of Rs. 7.80 paise per month with effect from 1st February 1965. They had also recommended dearness allowance at rates applicable to Central Government employees and had provided that all categories of employees who were getting dearness allowance at the rates applicable to Central Government employees. It had further provided that as and when the Government revised its dearness allowance for its employees these workmen also should be paid dearness allowance at such enhanced rates. For the employees who were not being paid dearness allowance at Government rates they have prescribed rates of dearness allowance and have given further directions regarding adjustments and for increase in dearness allowance on the same pattern. By then recommendations which were accepted by Government Resolution dated 19th October 1966 the Board had granted second interim relief of Rs. 4 per month.

186. The employers have contended that the implementation of the recommendations of the interim relief and additional dearness allowance would cast a very heavy financial burden beyond the capacity of the employers. The recommendations of the Wage Board for interim relief and additional dearness allowance have not been made after taking into consideration the financial capacity of the customs house agents in general or the nature of the activities and other relevant circumstances. The increase in dearness allowance has been linked to the rise in dearness allowance granted to Government employees. The scheme brings about uncertainty in the matter of dearness allowance and the same is unreasonable and unjust. The industry has no financial capacity to bear the burden and the recommendations cannot be accepted.

187. Learned Counsel for the employers has argued that the Central Wage Board was appointed for fixing the wage structure of the port and dock workers and it is a wage fixing authority. The Supreme Court has laid down various principles required to be followed by such wage fixing authorities and they have not been followed in this case. The Central Wage Board has treated all the clearing and forwarding establishments together in one group and has not followed the direction laid down by the Supreme Court in that respect. They have not assessed the paying capacity of the industry by dividing it in classes nor have they examined the paying capacity taking a representative cross-section in the classes. They have recommended an ad hoc increase by way of interim relief and the same should not be accepted.

188. With a view to prove their incapacity to pay the interim relief about 44 employers have produced copies of their balance sheets and profit and loss accounts and assessment orders and it has been argued that treating these 44 establishments as the cross-section of the industry this Tribunal should assess the paying capacity of the industry and it shall find that the recommendations of the Wage Board will impose a very heavy burden on the establishments and the employers were justified in not implementing the recommendations of the Wage Board. In support of their contentions the learned Counsel has relied upon the ruling reported in Express Newspapers case and have also produced a copy of the judgment in Civil Appeal No. 923 of 1966 the Workmen of Shri Bajrang Jute Mills Ltd., versus the employers of Shri Bajrang Jute Mills Ltd, dated 31st October, 1966.

Wage Board a Wage Fixing Authority and the Principles to be followed

189. It cannot be disputed that the Central Wage Board is a wage fixing authority and for making its fixation acceptable it shall have to follow the various principles laid down by their Lordships of the Supreme Court in the rulings (1) Express Newspapers (Private) Ltd., vs. Union of India (2) French Motor Car Co. Ltd., vs. its workmen etc., and after assessing the paying capacity of the industry fix the wage structure. In the case of the Bajrang Jute Mills vs.their workmen their Lordships have discussed and reiterated the various principles to be followed by Industrial Courts while fixing the wage structure and have observed:—

> "The question is whether the Wage Board has adopted these principles when it fixed the wage structure for the entire jute industry. From the various matters dealt with by the Wage Board and the manner of approach made by it as referred to above we are satisfied that no attempt has been made by the Wage Board to divide the industry into classes. It is also clear that no cross-section of such classes has been taken for investigation to decide what burden the units in each class can bear."

From these observations also it is clear that while fixing the rate of wages and the scales the Wage Board has to proceed on the same lines as Industrial Tribunals and has to consider (1) the capacity of the industry to pay as an essential circumstance and (2) the capacity of the industry to pay is to be considered on an industry-cum-region basis after taking a fair cross-section of the industry.

190. However, I do not think that these rulings are of much relevance in this particular case. Firstly there is nothing to show and to come to a conclusion that the Wage Board has not considered these principles before they made the recommendations. Secondly, it is clear from the rulings that the principles laid down require to be followed before making final recommendations about the scales of pay and wages and have nothing to say about an interim arrangement. In these rulings their Lordships have not laid down or discussed the principles to be followed for the recommendations of interim relief and these rulings will not be helpful. It cannot be disputed that interim relief is not a final relief and the factors to be considered before granting them would be different. Interim relief is purely a temporary arrangement and I do not think it was necessary on the part of the Wage Board to meticulously follow the principles and go into all the details. The various steps to be taken and procedure to be followed before making final wage structure would in the very nature of things require considerable long time and may defeat the very purpose of interim relief and I do not think the contention to be so much relevant and the rulings will not be applicable.

191. It is clear from the record that by the order of reference made the Wage Board was directed to submit its recommendations with regard to the demands of labour in respect of interim relief within three months from the date the Board started its work and the Board had taken necessary steps to be informed about the position and had heard the parties. In pursuance of the direction the Wage Board had heard the parties in question and had taken into consideration all the matters required. The notice of the Wage Board dated 11th February, 1965 which is exhibit E-1 invites the employers to send their replies. It states:—

> "Such of the employers as have not yet submitted their replies to the workers memoranda on the question of interim relief, are requested to send their replies immediately. If, for unavoidable reasons they are unable to submit their replies immediately, they may submit

their replies at 10-30 a.m. on 22nd February, when the Board meets at Bombay to hear the parties on the question of interim relief..'

In the statement of claim and replies there must be the plea of capacity and the Board must have considered the same. In the report dated 27th April, 1965 in the preamble they have stated:—

....."The Board was asked to submit its recommendations regarding the demand of labour for interim relief within three months from the date of the Board starting its work. After hearing the parties the Board sat for deliberations from 12th to 14th March, 1965 but since the Board could not arrive at final conclusion in this meeting and the period of three months was expiring on 14th March, 1965 the Government by the Board's Resolution dated 14th March, 1965 was requested to extend the period fixed for submission of the Board's recommendations on interim relief by one month.

The Board again met on 7th, 8th and 9th April, 1965 to consider the question of interim relief and after carefully considering all matters put and pressed before it on this question came to the following conclusions."

192. The union has also produced a copy of the questionnaire issued by the Board which requires the establishments to furnish the Board with the necessary information about categories of employees, existing wage structure, proposed wage structure, capacity to pay etc ....By question No. 94 to 117 the Board asked the establishments to give them a complete picture of the overall financial position of the establishments in order to determine their capacity to pay the benefits. The Board also granted a second interim relief and it shows that the members of the Board must have considered all the aspects of the matter and the principles laid down before fixing the interim relief. It is significant to remember that the Board is composed of representatives of the employers and the workmen and two independent experts and a Chairman. It is also significant to remember that the recommendations are unanimous and there is nothing to show that the Board had not considered the principles and had recommended an *ad hoc* increase as interim relief.

193. The learned Counsel for the employers has argued that some of the employers have filed their balance sheets and other documents. They can be considered to be the fair representative cross-section of the industry and the paying capacity of the industry should be determined. I do not think it to be necessary for me to determine the capacity of the industry while deciding the issues in this reference. Moreover there is no material in that respect. I have already observed that there are about 375 employers. Out of them 44 have produced some documents to show their paying capacity. But there is nothing to show that these 44 establishments represent a cross-section of the industry. The union has raised serious objections about the admissiblity of the documents produced by the employers. I shall consider the question of the documents later on but suffice it to say that there is not sufficient material for determining the paying capacity of the industry. In the reference regarding interim relief it is not necessary to go into the details, classification and examination of the industry. It will be sufficient for the Tribunal to hear the parties on the matter before it to determine whither there is a *prima facie* case for granting an interim relief and its quantum and I do not think that the recommendations of the Wage Board regarding interim relief should be rejected on these grounds.

Jurisdiction and Linking of Dearness Allowance

194. It has been further argued that the Wage Board has instead of giving interim relief at a flat rate recommended a scheme of dearness allowance linking it to the rates of dearness allowance payable to the employees of the Central Government and has thus given rise to an uncertainty. It was a plunge in the dark and the employers were justified in not implementing the recommendations. It was further argued that the Transport and Dock workers' Union had by its written statement before the wage Board demanded a flat rate of Rs. 25/- as interim relief and the Wage Board had exceeded its jurisdiction in granting the interim relief as recommended.

195. I have already observed that by the recommendations dated 27th April, 1965 all the categories of employees were to get dearness allowance at the

rates applicable to Government employees and should continue to be paid dearness allowance on the same pattern and as Government revised its dearness allowance these employers should also pay the same rate. The other employees were also to get dearness allowance at the prescribed rate and the same scheme was made applicable to all categories of employees. It cannot be ignored that in the Port Trust area which extends over miles there are various B. P. T. workers though doing similar work and are not dock workers and are getting dearness allowance on the same pattern as is paid to Government servants. The nature of the work of the employees in question is also similar. They are doing work in the same locality. Uniformity in the conditions of service as far as possible is conducive to peace and harmony amongst the employees and it appears that the Central Wage Board wanted to uniformise the rates of dearness allowance and hence they had made the provision that the employees should get increase in dearness allowance as and when the Central Government granted increases to their employees.

196. It is not in dispute that the employees had made the demand for payment of dearness allowance and irrespective of the quantum and the mode of payment of the relief there is no question of the Wage Board going beyond its jurisdiction in making the recommendations about the same. The employees had requested for some percentage and also a flat minimum. The Wage Board appears to have observed the upward trend of the prices and considering the whole picture apprehended the scheme leading to the final relief. It cannot be disputed that there is a rise in prices every day and the cost of living is increasing and consequently the purchasing power is being reduced. Dearness allowance is granted with a view to neutralise this rise in the cost of living and the Wage Board thought it proper to link the dearness allowance to the dearness allowance granted to Government employees. As it was a temporary arrangement there was also some provision regarding adjustment. It is significant to remember that the establishments are requested by Government to implement the interim recommendations. The final recommendations have not come out. It is clear from the recommendations that even though the amounts of interim relief are paid they will be adjusted later on. In the recommendations the Wage Board has stated:—

> "The interim relief mentioned in clause IV should be shown as a separate item (neither part of basic wage nor part of dearness allowance) till the final recommendations of the Board come into effect. This interim relief should however be considered part of total emoluments in the same manner as enhanced dearness allowance granted by the Das Commission."

Considering all these circumstances I do not think that there is anything out of the way or improper and unreasonable in recommending that the employees should get dearness allowance on the same pattern as the Central Government grants dearness allowance to their employees.

197. It was argued that the Central Government is the biggest employer. Their revenue is elastic and they have enormous powers to increase their revenue by taxes. The B P.T. has also power to levy taxes. The clearing and forwarding agents cannot be compared to Government or the B.P.T. employers and they cannot be required to pay dearness allowance on the same pattern. I do not think that the recommendation that the employees should be granted dearness allowance on the pattern of Central Government employees is in any way unreasonable. It is not shown that the rates of dearness allowance of Central Government employees are high. On the contrary it is common knowledge that employees of private firms and manufacturers are getting comparatively much higher rates of dearness allowance and other perquisites. The mere fact that the Government has the power to levy taxes does not carry any weight. Government or B.P.T. are not in the popular sense profit making motivated bodies and considering the public opinion will raise taxes just necessary. Moreover the clearing and forwarding agents also can do increase the rates as and when required and want of powers to raise the rates under some Act does not come in their way. It is significant to remember that as soon as the clearing and forwarding agents association entered into a tentative settlement dated 7th November, 1966 the employers immediately raised their rates of commission. The union has produced the notice printed and published by the Association in the issue of the Indian Express dated 19th December, 1966 regarding the increase of rates as a result of the agreement and there is no substance in the contention that the clearing and forwarding agents cannot raise their rates and I do not think that the recommendations of the Wage Board should be rejected simply

because the dearness allowance has been linked with the dearness allowance granted to the Government employees.

Documents

198. It has been argued that 44 establishments have produced evidence to show their incapacity to bear the burden imposed by the recommendations regarding interim relief and it should be held that they were justified in not implementing the recommendations. Employers serial numbers 4, 5, 9, 11, 13, 18, 19. 24; 25; 34, 37, 39, 40, 41, 42; 43; 45; 47; 50; 53; 56; 58, 60, 62, 66, 67; 70; 72, 91, 92, 113, 178, 27, 198, 199, 204, 252, 285, 341, 353 and 354 have produced copies documents to show their financial position. Some of them have produced copies of the balance sheets, some have produced copies of the profit and loss accounts and some have produced copies of assessment orders. Along with the documents they have also produced affidavits of executives from the establishments and the learned Counsel has argued that these documents will prove that these establishments are not in a position to bear the burden of the interim relief and it should be held that they were justified in not implementing the recommendations. The union has opposed the contentions and has argued that these documents are not admissible in evidence. They have not been properly proved and they will be also insufficient to show the financial position of the establishments and the first question is whether these documents should be considered as evidence.

Proof and Admissibility of the Documents

199. Learned Counsel for the employers has argued that in industrial disputes strict proof of documents is not insisted on and copies of the audited balance sheets produced by the managements will be sufficient to prove the financial position of the concern. Learned Counsel has relied upon the ruling reported in 1959 II LLJ 382 and the provisions of sections 23, 24 and 25 of the Payment of Bonus Act and Section 3 of the Commercial Documents Evidence Act and has contended that the documents produced are the copies of the real documents and they should be considered as evidence to prove the capacity of the individual concerns. The union has contended that there is absolutely no evidence worth the name for proving the financial incapacity of the employers. The burden of proof is heavily upon them and relying upon the ruling reported in 1960 I LLJ 541 (Khandesh Spinning and Weaving Mills Company Ltd., and Rashtriya Girni Kamgar Sangh and others) and 1960 1 LLJ 548 (Petlad Red Turkey Red Dye Works Company Ltd., and Dyes and Chemical Workers' Union and others) have submitted that the employees have not proved incapacity and the contention cannot be considered.

200. The documents produced are merely ordinary copies of the balance sheets, statements of profit and loss accounts and assessment orders. None of them is a certified copy of a public document. Each of them will require proof. The other side cannot be confronted with such documents and they cannot be the basis of decision without proof. At the time of arguments the union has strongly opposed the consideration of the documents as evidence and criticising the conduct of the employees contended that the Court had not passed any order for the production of any affidavit in support of these documents and the employers have produced the affidavits without any order or agreement in that respect and they cannot be read at all. The affidavits are not also made properly and they cannot be treated as affidavits under Order 19 of the Civil Procedure Code. They are not sufficient to prove the contents of the documents. The employers did not consider it necessary to prove the documents and the question is whether as the matters stand the documents are properly proved and can be treated as evidence.

Affidavits

201. In all the cases there is a stereotyped affidavit in which the deponent says:—

"I ————solemnly affirm and state as under.

"I am————

"I say that under cover of the application dated the balance sheets and profit and loss accounts statements etc., relating to my concern as stated in the said application have been produced before the

Hon'ble Tribunal. I say that the contents of the said documents produced before the Hon'ble Tribunal are true and correct."

I do not think that such affidavit can be held to be sufficient to prove the contents of the documents produced. The person who has made the affidavit does not refer to the paras or does not state what contents are true to his knowledge and what are true according to his belief nor has he given the grounds of his belief and there is much substance in the contention of the union.

202. It is true that under Rule 24 of the Industrial Disputes (Central) Rules, 1957, a Tribunal has got the same powers as are vested in the Civil Courts under the Civil Procedure Code when trying a suit in respect of reception of evidence taken on affidavit. However, for taking the affidavits as good evidence they shall be required to be affirmed according to the provision of the Civil Procedure Code. Order 19 C.P.C. provides the rules regarding affidavits and Rule 3 of this Order states:—

"Affidavits shall be confined to such facts as the deponent is able of his own knowledge to prove except on interlocutory applications on which statements of his belief may be admitted: provided that the grounds thereof are stated:"

I have already stated the contents of the affidavit made in this case. The deponent has merely made a statement that the contents are true. The employers also have not examined any witness. The affidavits are not made as required and I do not think that they are affidavits as required and will not be sufficient to prove the contents of the documents and the copies cannot be considered.

Presumptions

203. It was argued further that under sections 23, 24 and 25 of the Payment of Bonus Act such documents shall be good evidence to prove the truth of the contents. Section 23 lays down presumption about the accuracy of balance sheets and profit and loss accounts. Section 24 is in respect of banking companies and section 25 in respect of audit of accounts of employers not being corporations or companies. However, I do not think that any of the provisions will be applicable in the present case as these three provisions relate to proceedings between employers and employees with regard to bonus payable under the Act It is common knowledge that the concept of bonus is based upon the principle of sharing by the workers the prosperity of a concern and the documents might have been made admissible on different considerations. Secondly out of the 44 establishments only about 10 are Corporations and companies and for the remaining the provisions of section 23 will not be applicable to them. Section 24 is in respect of banking companies while section 25 requires the establishment's accounts to be audited by any auditor duly qualified to act as auditor of companies under sub-section (1) of section 226 of the Companies Act, 1956. Moreover what has been produced are not audited accounts books of the employers, and I do not think that the documents produced can be considered good evidence to prove the paying capacity of the individual employers concerned.

204. Regarding the contention based on the Commercial Documents Evidence Act section 3 of this Act lays down certain presumptions as to the genuineness of some documents and in the schedule Part II item No. 21 it states that the documents tendered will be presumed—*i.e.* copies certified by the Registrar of Companies of the Balance Sheet Profit and Loss account and audit report of a company filed with the said registrar under the Indian Companies Act, 1913 and the rules made thereunder. The copies produced by the employers are ordinary copies. They are not certified by the Registrar and no presumption would arise by the production of such documents and it shall have to be held that that the estabishments have not proved their incapacity to bear the burden of the interim relief recommendations by the Wage Board.

205. I have already observed that out of the 375 employers only 44 have produced some documents and it shall have to be presumed that the remaining are not interested in the issue in question and may not on this ground oppose the granting of the interim relief. Even if the documents produced by the 44 employers are taken into consideration the overall picture will show that they have made profits and are in a position to implement the recommendations. However, leaving aside also this aspect of the matter, it is clear from the capacity of the employers to raise their charges and it shall have to be concluded that they can always reasonably raise their rates and have the financial potential capacity to bear the

burden. I have already referred to the increase of rates effected by the clearing and forwarding agents and it will be interesting to quote here the contents of one of the printed and published circular which will show that the employers have not only the capacity to bear the burden of the interim relief but they can stand further load. In the circular published in the Indian Express dated 10th December 1966 they say:

> "The Association viewed with great concern this burden along with the steadily mounting cost of casual dock labour, transport and other incidental expenses which cannot be borne by its members. At a Special General Body meeting of the Association held on 30th November 1966 a resolution was unanimously passed recommending to the members to request their clients for an estimated increase of 35 per cent in their clearing, forwarding and handling rates. The Association feels confident that the trade will extend its full co-operation to the members."

The 35 per cent rise in the charges will increase realizations by one third and it is very clear that the considerable margin will not only enable them to pay the interim relief but will add to their gains.

Retrospective Effect

206. The union has contended that the workers are entitled to get the benefit of the recommendations of dearness allowance from 1st October 1964 and interim relief from 1st February 1965. This reference has been made to this Tribunal on the order passed by Government dated 24th May, 1967 and the schedule to the reference order requires this Tribunal to decide the question whether the employees were entitled to the interim relief and additional dearness allowance with retrospective effect. Under the recommendations of the Wage Board dated 27th April 1965 the employees were given the benefit of interim relief of Rs. 7.80 per month with effect from 1st February, 1965 and dearness allowance from 1st October, 1964. Dearness allowance was to be paid at the rates applicable to Government employees; and as and when Government revised the dearness allowance rates for its employees the workmen were also to be paid the allowance at the enhanced rates and after the recommendations there were various revisions. Subsequently the Board recommended the second interim relief of Rs. 4/- under Government Resolution No. WB-21(14)/66 dated 19th October, 1966 and the question is whether the employees are entitled to get these benefits with retrospective effect.

207. The learned Counsel Shri Sowani for the union has argued that the workers had made demands long before the order of reference. The reference order also requires this Tribunal to consider the question of retrospective effect and it is a fit case for granting the workers the benefits with retrospective effect.

208. It is clear from the record that after the recommendations of the Wage Board under Government Resolution No. WB-21(13)/65 dated 27th April, 1965 the workmen concerned had made their demands for interim relief and dearness allowance by their first notice exhibit E-4 dated 31st July, 1965. It further appears that they again made the demands in the month of October 1966 and had threatened the managements to go on strike. However, there are other circumstances which shall have to be considered before granting demands with a retrospective effect. I do not think that by merely making demands the employees would be entitled to claim the benefits with retrospective effect. A demand does not invest the workers with a right to claim such benefits. Ordinarily such benefits if the workers are entitled to claim any may reasonably be granted from the effective date of the award. Section 17A of the Industrial Disputes Act provides that the award becomes enforceable on the expiry of 30 days from the date of its publication under section 17 of the Act and demands made by workers in industrial disputes cannot be compared to other legal claims. It has been observed in the ruling reported in 1963 1 LLJ at page 108:

> "It could not be contended that as a general rule no award should be given effect to from any date prior to the date of its pronouncement No general formula could be laid down as to the date from which a tribunal should make its award effective. Such question has to be considered by the Industrial Tribunal on a consideration of circumstances of each case. Even without a specific reference being made on the question of retrospective effect of the award it is open to the Industrial Tribunal to fix in its discretion a date from which the award passed by it shall come into operation. In the instant case however the question of retrospective effect of the award to be made

was also specifically referred and hence the direction made by the industrial tribunal that the award shall come into operation from the date of reference must be held justified and proper."

and from this ruling it is clear that all the circumstances should be taken into consideration before granting the relief with retrospective effect.

209. I have already discussed the recommendations of the Wage Board dated 27th April, 1965. It is clear that there were some respresentations and subsequently the Wage Board modified its own recommendations which was accepted under Government Resolution dated 16th July, 1966. In my opinion by this modification the Wage Board had restricted scope and coverage of the recommendations. The recommendations under the Resolution dated 27th April, 1965 were of a wider nature and I do not think it will be reasonable to direct the employers to pay the interim relief and other benefits to the employees arising before this date and the employees will not be entitled to claim the benefits with retrospective effect simply because they had given notice.

210. I have already observed that the union had subsequent given a strike notice in the month of October 1966 and struck work. Thereafter there were negotiations and the parties reached a settlement. The employers had through the Association agreed with the union that the interim relief should be granted with effect from 1st September, 1966. It has been mentioned in the settlement:—

"The employers hereby agree to pay all employees concerned with clearing and forwarding activities including those working at godowns, warehouses, offices, docks, customs, rail yards and at the Air Port at Bombay, the following amounts by way of interim relief with effect from 1st September 1966."

The settlement shows that the payments arising under the settlement were to be made on or before 10th November 1966 and thus it is clear that the workmen had also agreed to accept the benefits under the recommendations with effect from 1st September, 1966, and in my opinion it will be reasonable and proper to grant the interim relief retrospectively with effect from this date.

211. I have already held that all the employees of the clearing and forwarding agents working in the clearing and forwarding section are dock workers under the Dock Workers (Regulation of Employment) Act, 1948. However, I have found that the clerks exclusively working in the offices and the customs clerks are not covered by the recommendations of the Wage Board and hence all the workmen in the employ of the clearing and forwarding agents except the office clerks and the customs clerks will be entitled to the benefits of the recommendations and it shall have to be held that the employers were not justified in not implementing the recommendations of the Wage Board in their cases and they will be entitled to get the benefits of the recommendations with effect from 1st September 1966.

212. According to the settlement between the union and the Association dated 7th November 1966 each establishment is paying Rs. 20/- per month to the clerical, supervisory, technical and skilled staff and Rs. 18/- per month to the staff other than those covered by the above clause. It was provided under clause 3 that the interim relief granted as per clause 1 above shall be set off against the dues payable as per the award of the Industrial Tribunal. Hence the amounts paid to the staff under the agreement should be set off against the dues under this award and the amounts should be adjusted and the balance to be paid. Hence my award accordingly.

213. I have discussed the pleas raised by the groups of the employers in paragraphs 41, 59 to 64 and 109 of my award and have found that the workmen in the employ of the employers Nos. 33, 64, 79, 80, 83, 85, 89, 93, 96, 107, 111, 160, 164, 171, 231, 268, 277, 302, 37, 38, 92; 99, 110; 116, 132; 133, 204, 205; 213, 216, 286, 290, 296, 303, 307, 308, 309, 316, 318, 348 and 26, 59, 289 and 345 are not entitled to claim the benefits under the award. There is another group of employers whose workmen also will not be entitled to get the benefits. I have already observed that in spite of our attempts the employers Nos. 97, 143, 162, 190, 202, 207, 225, 227, 228, 232, 248, 270, 271, 306, 308, 324, 340, 350, 366, 403, 407, 410, 411, 412 and 415 could not be served and they have not appeared. When the union was asked to give the correct addresses if possible of these managements learned Counsel Shri Sowami submitted that almost all these managements have gone out of business and are defunct and the union does not want to press the references against them. Hence it shall have to be held that the workmen in the

employ of these managements slao are not entitled to claim any benefits under this award. Hence my award accordingly in respect of them.

214. I have already observed that the employees working in the office and customs clerks in the employ of the clearing and forwarding agents though dock workers are not entitled to the benefits of the recommendations as they were not covered by the recommendations and it shall have to be held that in their cases the employers were justified in not implementing the recommendations of the Wage Board. In view of this finding the second part of the reference will be applicable in respect of them. The second part of the reference states:

> "If so (if justified) what scheme of dearness allowance are their employees entitled to and from what date and what should be the proper scales of pay for the said employees the method of classification, fixation and adjustment in the revised pay scale and from what date?"

Both the employers and the union have filed statements of claim and written statements only regarding the first part of the reference. Both the parties shall have to be heard regarding the second part of the reference and both the parties are hereby directed to put in their statements regarding the second part of the reference within a month of the publication of this award Part I in the official gazette.

215. I have already in the earlier part of this award stated the facts and circumstances under which the dispute arose at Bombay and Madras and have further in brief given the pleas raised by the employers and workmen at both the places. Besides the pleas raised by the Bombay employers the Madras employers have challenged the validity of the reference on different grounds. I have also observed that the Madras Harbour Workers' Union came forward on 21st January 1969 and filed its statement of claim and counter statement on that day. The employers have seriously challenged the representative character of this union. They have also opposed the reference on the ground of employer employee relationship. They have made a grievance that they have not been able to get inspection of the various registers maintained by the union and as it will require considerable time and delay the proceedings I thought it proper to declare Part I award about the Bombay employers and their workmen. I have directed the employers to atke inspection of the union registers. The hearing is still not complete and I shall submit my award regarding the employees who are not covered by the recommendations and the Madras employees subsequently.

(Sd.) A. T. ZAMBRE,
Presiding Officer,
Central Government Industrial Tribunal, Bombay.

APPENDIX "A"

REFERENCE NO. CGIT-13 OF 1967

List specifying the names and addresses of the employers

Notification No. 28(14)/67-LRII dated 24-5-1967.

1. Messrs. V. Patel & Co., Tulsi Tejpal Chawl, Lady Jamshedji Road, Mahim, Bombay-16.

2. M/s. Shri Mohanlal Liladhar Joshi, 89, Bhandari Street, Bombay-3.

3. M/s. Tulsidas Khimji Pvt. Ltd., 46, Veer Nariman Road, Bombay-1.

4. M/s. Express Transport Pvt. Ltd., Western India House, 2nd Floor, Sir P. M. Road, Bombay-1.

5. M/s. Dalal Brothers, 26, Calicut Street, Mehta Bldgs., Fort, Bombay-1.

6. M/s. United Transport, Hague Bldg., Sprott Road, Ballard Estate, Bombay-1

7. The National Transport Co., 4th Floor, Mustafa Building, Sir P. M. Road, Bombay-1.

8. M/s. Motumal & Co., Ashok Chambers, Broach Street, Dana Bunder, Bombay-1.

9. M/s. Travels & Shipping Pvt. Ltd., Darabshaw House, Ballard Estate, Bombay-1.

10. M/s. Domnic & Company, Buona Cas, 6, Homji Street, Bombay-1.

11. M/s. S. R. Pusalkar & Co., National Seamen's Union Bldg., 4, Goa Street, Ballard Estate, Bombay-1.

12. M/s. Laxmidas Damodardas Shah, 147, Lohar Chawl, Tawawala Bldg., 1st Floor, Room No. Bombay-2.

13. M/s. Chinubhai Kalidas & Bros., 19/21, Hamam Street, Fort, Bombay-1.

14. M/s. Mehta & Patel, 152, Bazargate Street, 4th Floor; Fort; Bombay-1.

15. M/s. The Eastern Shipping Agency, Asian Building, Nicol Road, Ballard Estate, Bombay-1.

16. Messrs. Vishwanath R. Raut & Co., 8, King Lane, Bora Bazar Street, Bombay-1.

17. M/s. Mehta Ramkrishna & Co. Ltd., 166, Khandelwal Bhavan, Dr. D. N. Road, Bombay-1.

18. M/s. D. H. Patkar & Co., 6, Nazir Building, Calicut Street, Ballard Estate, Bombay-1.

19. M/s. V. V. Dabke, CHA 11/130 Custom Shed, New Custom Shed, Ballard Estate, Bombay-1.

20. M/s. Khimji Poona & Co., Clearing Department, 19/21, Dalal Street, Fort, Bombay-1.

21. M/s. R. J. Barsiwalla & Co., New Customs Annexe, 2nd Floor, Bombay-1.

22. M/s. Jeena & Company, 10, Veer Nariman Road, Fort, Bombay-1.

23. M/s. Lee & Muirhead (Ind.) Pvt. Ltd., 12, Ramport Row, Bombay-1.

24. M/s. Dadabhoy Hormusjee & Sons Ltd., 30, Imperial Chambers, Ballard Estate, Fort, Bombay-1.

25. M/s. Overseas Trading Company, 232, Dr. Dadabhoy Naoroji Road, Fort, Bombay-1.

26. M/s. C. Doctor & Co. Pvt. Ltd., 11, Bruce Street, Bombay-1.

27. M/s. V. H. Sanghvi, 67/69, Mohammedali Road, Bombay-3.

28. M/s. Ishverlal Madanlal & Co., Wakefield House, Sprott Road, Ballard Estate, Bombay-1.

29. M/s. Pandurang Bhagwan, Sadanand Pandurang D. Takkar, 9A, Hamal Wadi, Dhobi Talao, Bombay-2 (Custom House Agents 11/105).

30. M/s. Shroff & Co., Alice Bldg., Dr. D. N. Road, Bombay-1.

31. M/s. Sylvexter & Co., 10, Custom House Road, Bombay-1.

32. M/s. Shri Hemraj Madan, 7, Keshvji Naik Road, Bombay-9.

33. M/s. Narayan Bhau & Son, C/o. Mackenzie & Co. Pvt. Ltd., General Trade Department, Ballard Estate, Bombay-1.

34. M/s. Associated Transport Company, Sheel Chambers, 1st Floor, 10, Cawasji Patel Street, Sir P. M. Road, Fort, Bombay-1.

35. M/s. Amritlal Vasanji, 1st Floor, Manhar Building, 70, Dadysheth Agiary Lane, Bombay-2.

36. M/s. Trivedi & Company, 8, Nazir Building, Calicut Street, Ballard Estate, Bombay-1.

37. M/s. K. M. Parikh & Co., General Assurance Building, 3rd Floor, 232, Dadabhoy Naoroji Road, Fort, Bombay-1.

38. M/s. N. G. Manjrekar & Co., Agripada Chawl Street, B.I.T. Chawl, Block No. 7, 1st Floor, Bombay-11.

39. M/s. M. Gulabdas & Co., Bharat House, 104, Apollo Street, Fort, Bombay-1.

40. M/s. Odharam Bulchand & Co., 19, Bank Street, Fort, Bombay-1.

41. M/s. Manilal Patel & Co., 38, Cawasji Patel Street, Bombay-1.

42. M/s. E. Mathias, 14, Hamam Street, Bombay-1.

43. M/s. Airfreight Pvt. Ltd., Neville House, Ground Floor, Nicol Road, Ballard Estate, Bombay-1.

44 M/s. Narayan Singh & Co., Mehta Building, 26, Calicut Street, Bombay-1.

45. M/s. D. M. Mehta & Bros., 18, Karwar Street, Ida Mansion, Fort, Bombay-1.

46. M/s. The Universal Traffic Co., Motachoy Building, Medows Street, Bombay-1.

47. M/s. S. D. Engineer & Son, Imperial Chambers, Wilson Road, Ballard Estate, Fort, Bombay-1.

48. M/s. B. C. Buhariwala & Sons, 5, Graham Road, Ballard Estate, Bombay-1.

49. M/s. Quck Clearing Agency, 285, Frere Road, Fort, Bombay-1.

50. M/s. Bhagat & Company, 19, Nazir Bldg., Calicut Street, Bombay-1.

51. M/s. Bharat Shipping Agency Pvt. Ltd., Ida Mansion, 18, Karwar Street, Ballard Estate, Bombay-1.

52. M/s. M. C. Gupta & Sons, 12, Calicut Street, Ballard Estate, Bombay-1.

53. M/s. H. S. Cox & Co. Pvt Ltd., 52, Forbes Street, Fort, Bombay-1.

54. M/s. Kimatram & Sons, 9, Shewa Niketan, Pinjari Lane, Bombay-3.

55. M/s. Safset Agencies (CHA 11/292), Jehangir Bldg., 133, M. Gandhi Road, Bombay-1.

56. M/s. Purshottamdas Madhavani & Co. Pvt. Ltd., 8, Horniman Circle, Botawala Bldg., Bombay-1.

57. M/s. Nathumal Navalrai, Nazir Bldg., 1st Floor, Room No. 2, Ballard Estate, Bombay-1.

58. M/s. N. S Guzder & Co. Pvt. Ltd., Neville House, Ballard Estate, Bombay-1.

59. M/s. Kashinath & Co., New Custom House, Ballard Estate, Bombay-1.

60. M/s. A. M. Baraskar, CHA 11/181, New Custom House, Ballard Estate. Bombay-1.

61. M/s. Keshavlal Kalyanji & Co., 56/57, Bombay Mutual Bldg., 2nd Floor, Sir P. M. Road, Bombay-1.

62. M/s. Gokaldas & Sons, Mint Road, Opp. G.P.O., Bombay

63. M/s. Azad Shipping Agency, 29, Commercial Chambers, Masjid Bunder Road, Bombay-3.

64. M/s. Dadabhoy Hormusjee & Co., Dady House, 50/52 Churchgate Street, Fort, Bombay-1.

65. M/s. Babaji Shivram & Co., Mehta Mansion, 319, Frere Road, Bombay-1. (CHA 11/262).

66. M/s. P. Cawasji & Co., 18, Karwar Street, Bombay-1.

67. M/s. Sind Punjab Clearing Agency, 22, Nazir Bldg., Calicut Road, Bombay-2.

68. M/s. C. H. Chinoy & Co., 44/46, Karani Bldg., New Charni Road, Bombay-4.

69. M/s. Prabhulal L. Pandya & Co., 26, Podar Chambers, Brelvi Sayad Abdulla Road, (Parsee Bazar Street) Fort, Bombay-1.

70. M/s. Hirachand M. Shah, 269, Nagdevi Street, Bombay-3.

71. M/s. Shantilal Thakarsey & Sons, Chhotalal Bhavan, Kalbadevi Road, Bombay-2.

72. M/s. Mayekar & Sons, Advani Chambers, Sir P. M. Road, Bombay-1.

73. M/s. Dalal & Bros., 26, Calicut Street, Mehta Bldg., Fort, Bombay-1

74. M/s. Thakare & Co., 17 Frere Road, Bombay-1.

75. M/s. Shivji Kanji & Co., Hatim Manzil, 149, Frere Road, Bombay-1.

76. M/s. A. M. Sodder & Co., Bank Street Bldg., Top Floor, 11, Bank Street, Bombay-1.

77. M/s. Dharsi Moolji, 18, Shroff Bhavan, 157, P. D'Mello Road, Bombay.

78. M/s. Nava Bharat Corporation, 15, Bombay Mutual Annexe, Gunbow Street, Bombay-1.

79. M/s. Cox & Kings (Agents) Ltd., Lloyds Bank Building, Dadabhai Naoroji Road. Bombay-1.

80. M/s. Balmer Lawrie & Co., Ltd., 5, Graham Road, Ballard Estate; Bombay-1

81. M/s. Jhaveri Bros., 83/85, Bazargate Street, Fort, Bombay-1.

82. M/s. H. Curranee & Co., (Prop. Shri G. T. Honavar), 231, Dadabhoy Naoroji Road, Bombay-1.

83. M/s. Nuservaii Ruttonji Nazir & Sons, Stock Exchange Bldg., Room Nos. 141 to 143, Fifth Floor, Apollo Street, Bombay-1.

84. M/s. Jepsons & Co., Patel Bldg., 1st Floor, 14/80 Chakla Street, Bombay-3.

85. M/s. Gannon Dunkerley & Co. Ltd., Chartered Bank Bldg., Fort, Bombay-1.

86. M/s. J. S. Pimenta & Sons (Sole Proprietors M/s. Insemnia Pimenta), 307, Frere Road, Bombay-1.

87. Shri Ishwarlal Thakardas Dalal, Moti Bldg., 3rd Floor, Fanaswadi, 2nd Lane, Bombay-2.

88. M/s. E. Leslie & Co., 7/10, Horniman Circle, Fort, Bombay-1.

89. M/s. Mackinon Mackenzie & Co. Pvt. Ltd., Ballard Estate, Bombay-1.

90. Shri Vithaldas Mulji Bavaria (Sole Proprietor of M/s. Sea Sky Services) C/o Joint Clearing Agents & Dalals Association (Karachiwala) Hall, 2nd floor, New Custom House, Ballard Estate, Bombay-1, Res. 16/18, Devji Premji Bldg., 5th floor, Room No. 55, Daryasthan Street, Bombay-3.

91. M/s. Liladhar Pasoo & Co., 382 Narshi Nath Street, Bombay-9.

92. M/s. Freight Carriers Pvt. Ltd., 42 Tamarind Lane, Fort, Bombay-1.

93. M/s. Killick Nixon & Co., Pvt. Ltd., Killick House, Home Street, P.O. Box, No 169, Bombay-1.

94. M/s. Manilal Mohanlal Karachiwala (Sole Prop. of K. M. Karachiwalla) Lahori House, 81/M Mahamadali Road, Bombay-3.

95. M/s. Chhotalal Keshaviec Shah & Sons (Prop. Dhirajilal Chhotalal Shah) Nazir Bldg., 6/12 Calicult Street, Ballard Estate, Bombay-1.

96. M/s. W. H. Brady & Co. Ltd., Brady House, 12/14, Veer Nariman Road, Bombay-1.

97. Shri Thukurdas Kanaya Singh No. 1, Fort Street, Opp. Red Gate, Bombay-1.

98. The India Leather Corpn. Pvt. Ltd., 9, Davidson Street, Madras.

99. M/s. White & Co., 86 Mint Road, Fort, Bombay-1.

100. M/s. D. Abraham & Sons Pvt. Ltd., Hague Bldg., Ballard Estate, Bombay-1.

101. Shri Krishna Vishnu Salgaonkar, 116, Kharote House, Worli Village, Bombay-18.

102. M/s. Harilal & Co., (Prop. Shri Harilal Maganlal Metha) Lohar Chawl, Lalji Mansing Bldg., 1st Floor, Bombay-2.

103. M/s. Nadir & Co., (Prop. K. G. Desai) 18, Noble Chambers, 2nd floor, Parsi Bazar Street, Fort, Bombay-1.

104. M/s. Tulsidas Valji & Co., 99/101, Bhandari Street, Koliwada, Bombay-3.

105. M/s. Ramzan Karim & Sons (Sole Prop Shri Ramzam Karim) New Customs House, Dalal Shed, Bombay-1.

106. M/s. Trade Wings (P) Ltd., 30/32 Rampart Row, Fort, Bombay-1.

107. M/s. Hard Castle Ward & Co. Pvt. Ltd., Alice Building, Dr. D. N. Road, Bombay-1.

108. M/s. The American Express Co., Inc., Oriental Bldg., 363, Dr. D. N. Road, Bombay-1.

109. M/s. J. F. Kapadia & Co., 33 Khorshed Bldg., Sir P. M. Road, Bombay-1.

110. M/s. Smith Soder & Co., Asian Bldg., Nicol Road, Ballard Estate, Bombay-1.

111. M/s. Forbes Forbes Campbell & Co., Ltd., Forbes Bldg., Home Street, Bombay-1.

112. M/s. Shri J. S. Vincent (Prop. M/s. Herman Bros., Agents) C/o. Herman Bros (Agents) 9, Calicut Street, Bombay-1.

113. M/s. Kanji Jadhavji & Co., (Prop. Velbai W/o Kanji Jadhavi Masjid Bridge, Bombay-9.

114. M/s. Girdharlal & Co., 29, Imperial Chambers, Wilson Road, Ballard Estate, Bombay-1.

115. M/s. R. H. Amin & Co., (Prop. Shri R. H. Amin), Islam Bldg., 46, Vir Nariman Road Fort, Bombay-1.

116. M/s. Famous Transport Co., (Prop. Shri V. J. Sukhtankar), 3rd floor, 11, Bank Street, Fort, Bombay-1.

117. M/s. Kamat & Co., Asian Building, 2nd floor, Nicol Road, Ballard Estate, Bombay-1.

118. M/s. Plaindia Shipping Agency, 31 Noble Chambers, 4th floor, Parsi Bazar St., Fort, Bombay-1.

119. M/s. Sethna & Co. (Sole Pro. Shri F. C. Sethna) 105, Apollo Street, 1st floor, Fort, Bombay-1.

120. M/s. New Globe Shipping Service Pvt. Ltd., Khatau Bldg., Old Custom House Road, Bombay-1.

121. Shri D. R. Kulkarni, 12, Deuman Bldg., Calicut Street, Fort, Bombay-1.

122. M/s. Vallabhadas Dayal & Sons, Indu House, Dougall Road, Ballard Estate, Bombay-1.

123. M/s. Shipping and Travel (Agents) Pvt. Ltd., Botawala Chambers, Sir Phirozeshah Mehta Road, Bombay-1.

124. M/s. Oriental Transport Service, 53, Bazargate Street, Fort, Bombay-1.

125. M/s. Kooverji V. Curumsey & Co., (Prop. Shri Naishadkumar K. Curumsey) Lentin Chambers, Dalal Street, Fort, Bombay-1.

126. M/s. Vinsons (Prop. Shri Vishindas Shewaram) Imperial Chambers, Wilson Road, Ballard Estate, Bombay-1.

127. M/s. The Kaye-Cee Agencies, Bell Bldg., Sir P. M. Road, Bombay-1.

128. M/s. The Fairdeal Shipping Agency, (Sole Prop. Shri Kamlakar Ramrao Sadaverte) National Seamen's Union Bldg., 4 Goa Street, Ballard Estate, Bombay-1.

129. M/s. International Express Co., (Sole Prop. Shri Partap Singh Bakshi) 27 Chinch Bunder Bombay-9.

130. M/s. Orient Transport Co., 7/10 Horniman Circles, Botawala Bldg., 3rd floor, Fort, Bombay-1.

131. M/s. Baxi & Co., (Prop. Major A. S. Baxi), 273, Frere Road, Fort, Bombay-1.

132. M/s. H. Mangaldas & Co., (Sole Prop. Mangaldas Hirji Shanghavi), 12, Nazir Bldg., Calicut Street, Ballard Estate, Bombay-1.

133. M/s. Navalchand A. Mehta & Bros., Junction Frere Road, Masjid Bunder Siding Road, Opp. Ghadial Godi, Bombay-9.

134. M/s. India Clearning and Forwarding Co. (Prop. Shri Pyaralal Grover) Karmani Bldg., 2nd floor, Sir P. M. Road, Fort, Bombay-1.

135. M/s. Ota India (Prop. Shri S. B. Sethi), 12 Rampart Row, Bombay-1.

136. M/s. Shri Chhaganlal Mohanlal Shah (Prop. Chhaganlal Mohanlal & Co.) 11 Agiary Lane, Fort, Bombay-1.

137. M/s. M. Dharmadas & Co., (Prop. Shri M. Dharmadas), Mehta Bldg., 26, Calicut Street, Ballard Estate, Bombay-1.

138. M/s. L. Gordhandas & Co., 1-A Nazir Bldg., Calicut Street, Bombay-1.

139. M/s. S. K. Paul & Co., (Prop. Yogendra Pal) 24, Empire Bldg., D. N. Road, Bombay-1.

140. M/s. Jesia Mistry & Co. (Shri Coover Jehangir Jamasp Jesia) Behramji Mansion, Sir P. M. Road, Fort, Bombay-1.

141. Shri Sadanand Pandurang Dhond Tarkar Laxmichand Dipchand Bldg., 8-B Ground floor, Hamalawadi, Dhobitalao, Bombay-2.

142. M/s. Thawardas Wadhumal (Prop. Thawaldas Wadhumal), Esplanade School Bldg., 1st floor, 160 Dadabhoy Naoroji Road, Bombay-1.

143. M/s. N. K. Temkar & Co., Nazir Bldg., Calicut Street, Ballard Estate, Bombay-1.

144. The Bombay Co. Ltd., 169 Broadway, Madras-1.

145. M/s. Jasraj Kalianji & Co. (Prop. Shri Velji Kalianji Pepat), 58, Mint Road, Bombay-1.

146. M/s. Velji Desabhai & Sons, Standard Bldg., No. 3, 402/410 Narsi Naztha St., Katha Bazar, Bombay-9.

147. M/s. Thandava Moorthy & Son, 31 Andiappa Naick St., Choolai, Madras-7.

148. M/s. B. R. Kerman & Mohatta (Ind.) Pvt. Ltd., Mustafa Bldg., Sir P. M. Road, Fort, Bombay-1.

149. M/s. Oriental Clearing Agencies, (Prop. Shri P. M. Nabhanani) Lentin Lodge, 11 Lamington Road, Bombay-11.

150. M/s. Tarasing & Sons, (Prop. Sunderdas Tarasing Mudnaney), 42, Empire Bldg., Dadabhoy Naoroji Road, Bombay-1.

151. M/s. Shantilal Devji & Co., 37-39, Broach Street, Dana Bunder, Bombay-9.

152. Sunderdas Sales, Bombay Pvt. Ltd., 209 Argyle Road, Iron Market, Bombay-9.

153. Shri Manilal Mohanlal Parekh, 195 Samuel Street, Khoja, Galli, Bombay-9.

154. M/s. Thos. Cook & Son (Continental and Overseas Ltd.), 4/5, Firt Lane Beach, Madras-1.

155. M/s. Saindass Kishanchand Mehra (Sole Prop. Shri Narindra C. Mehta) 7 Romji Street, Rahimtoola House, Bombay-1.

156. M/s. Ramjee Jaising & Co., 8 King Lane, Bora Bazar Street, Fort, Bombay-1.

157. M/s. Ardeshir B. Cursetjee & Sons Pvt. Ltd., 6, Rampart Row, Fort, Bombay-1.

158. Shri Vijay Shamalji Sanghavi, Bharucha Bldg., 1st floor, 174, Princess St., Bombay-2.

159. Shri Jaswant B. Shah Fort Chambers, A-Block, Room No. 9, Fort, Bombay-1.

160. M/s. Sepulchre Bros (India) Ltd., Raj Bldg., Dadabhoy Nauroji Road, Fort, Bombay-1.

161. M/s. A. S. Vasan & Sons, 22 Mohamed Colony Salai Vinayagar Koli St., Madras-1.

162. Shri C. M. Mehta (Sole Prop. of M/s. Mehta Bros.) Dubash Chambers, 10, Kumta Street, 2nd floor, Bombay-1.

163. M/s. Shavax C. Cambata & Co., Pvt. Ltd., Cambata Bldg., 3rd floor, South West Wing, Jamshedjee Tata Road, Bombay-1.

164. M/s. Bombay Cotton Pvt. Ltd., 104, Apollo Street, Fort, Bombay-1.

165. M/s. Ashar Brothers, 381 Hornby Road, Eastern Bank Bldg., Fort, Bombay-1.

166. M/s. Jivanlal Lallubhai & Co., 20A Dalal Street, Fort, Bombay-1.

167. M/s. S. Vaidyanatha Iyer & Co., 301 Linghi Chetty Street, Madras-1.

168. M/s. Nhimji Damji & Co., 3 Mint Road, Fort, Bombay.

169. M/s. Bombay Burma Metal Mart, Co-operative Insurance Bldg., 2nd floor, Sir P. M Road, Fort Bombay-1.

170. M/s. Rallis India Ltd., Ralli House, 21, Ravelin Street, Fort, Bombay-1.

171. M/s. Spencer & Co. Ltd., Spencer's Bldg., Forjet Street, Bombay-26.

172. M/s. Dawn India (Prop. J. D. Jhaveri), Alice Bldg., Dr. Nauroji Road, Bombay-1.

173. M/s. Dalal Bros., 18-2nd Famaswadi Modi Bldg., 3rd floor, Room No. 51, Bombay-2.

174. Shri L. H. Ahuja (Sole Prop. M/s. Hari Agencies), 5, Mack Guest House, Beauman Bldg., 12, Calicut St., Ballard Estate, Bombay-1.

175. M/s. B. Mohan & Co., 249 Frere Road, Bombay-1.

176. M/s B. S. Trading & Co. (Prop. Shri Biharilal S. Lulla), Bombay Mutual Annexure. Cunbow St., Fort, Bombay-1.

177. M/s. Asiatic Travel Service, 12 Murzaban Road, Bombay-1.

178. M/s. Peraj Poonja 19/21, Dalal Street, Fort, Bombay-1.

178A. M/s. New Bharat Commercial Service Ltd., Old Custom House Road, Bombay.

179. Shri Sharad Kumar Gajaman Ovalsckar, Balwant Niwas, 96, Raghoba Shankar Road, Chandani Rana.

180. M/s. C. Vedachala Mudaliar & Sons, 71 Ayappa Chetty St., Mannady Madras-1.

181. Shri Hadvic Francis Almedia, Mazrath Bldg., Modi Bunder, Near White Gate, Alexandra Dock, Bombay-1.

182. M/s. M. L. Mansukhani & Co. Pvt. Ltd., 36, New Hanuman Lane, Bombay-2.

183. M/s. J. Nardacre & Co., Himalaya House, Palton Road, Bombay-1.

184. M/s. Radia Sons & Co. Pvt. Lad., Radia House, 4th floor, 6 Rampart Row, Fort, Bombay-1.

185. M/s. Wilson & Co. Pvt. Ltd., 2-North Railway Terminus Road, Royapuram, Madras.

186. M/s. Ruttonsee Earnst & Co., Nanabhoy Mansion, 4th Floor, Sir P. M. Road, Fort, Bombay-1.

187. M/s. Chunilal Pranjivandas & Co., Indian Globe Chambers, Fort Bombay-1.

188. M/s. Jabee & Co., C/o Graffkh Press, 16-D, Wassaiwalla Mansion, British Hotel Lane, Apollo Street, Bombay-1.

189. Shri Jatashankar Danji Dave (Prop. M/s. Kanji Mahadeo & Co.,) 100, Old Hanuman Lane, Bombay-2.

190. Shri Kakoobhai Meghji Ganatra, 135-137, Khand Bazar, Bombay-3.

191. Shri Ratilal Keshavji Kothari (Prop. of M/s. R. Keshavji & Co.) 3-D Mangaldas Market, Office No. 450, Mangaldas Road, Bombay-2.

192. M/s. Joshi Jatashankar Liladhar & Sons., 51, Bhandari St., 2nd Floor, Bombay-3.

193. M/s. Motiwalla & Sons, 117—119, Motiwala House, Fort, Bombay-1.

194. Shri Laxmi Shankar B. Joshi, 88, Masjid Bunder Road, 2nd Floor, Bombay-9.

195. Shri Kunjerji Dharshi, 89, Khand Bazar, 1st Floor, Bombay-3.

196. Shri Vithaldas S. Sanghavi, Karijee Bldg., 1st floor, 111 Mahatma Gandhi Road, Bombay-1.

197. Shri Jivan Karamsey Joshi, 6/12, Nazir Bldg., 1st floor, Calicut St. Fort, Bombay.

198. M/s. Asia Transport Co., (Prop. Shri Bhimsen Dhingra) 16, Bhandari Street, Lane, Bombay-3.

199. Shri Karamshi Damji Shah, 110, New Chinch, Bunder Road, Bombay-9.

200. Shri Jagjivan Kanji Bhojani, 89, Khand Bazar, 1st Floor, Bombay-1.

201. M/s. Mulchand Kashmirilal, Iron Market, 32/38, Ahmedabad St., Bombay-9.

202. M/s. Babaji Khimji & Co., 222, Narsi Natha St., Bhat Bazar, Bombay-9.

203. Shri Devchand Khatau, 23-B Subash Nagar, Delisle Road, Bombay-11.

204. M/s. Vasudeo Ranshoddas & Co., 312, Kharik Bazar, Bombay-9.

205. Shri Jayantilal Bhuralal Udani, 319/321, Kharik Bazar, Bombay-9.

206. Shri C. M. Swami, 41, Thyagaraja Pillai St., G. T. Madras-1.

207. Shri Padamshi Kanji Meisheri, 89, Khand Bazar, Bombay-9.

208. Shri Talakchand J. Parekh, Ganmukh Bhavan, 2nd Floor, Room No. 64/65, Opp: Masjid Stn., Masjid Bunder Road, Bombay-9.

209. Shri Umershi Manshi Khona, 334, Katha Bazar, Bombay-9.

210. M/s. Premji Kalyani & Co., 7/11 Masjid Siding Road, 1st Floor, Danabunder, Bombay-9.

211. Shri Tribhovandas D. Kanani, 2nd Floor, New Custom House Annexe, Fort, Bombay-1.

212 Shri Haji Ibrahim Hussein, 18-20, Kambekar St., 4th Floor, Bombay-9.

213. Shri Amraram J. Kakwana, Tejukaya Bldg., Chinch Bunder, Bombay-9.

214. Shri Husein Kasam Mukadam, 194, Kambekar St., Bombay-3.

215. Shri Sadikally Issofally, 43/45, Dhabu St., Bombay-3.

216. Shri Suleman Hahi C/o. Messrs. Haji Aziz & Abdul Shakoor Bros., Kharek Bazar, P.O. Box. No. 5026, Bombay-9.

217. Shri Raghunath Bapuji Mungekar, 18, Nazir Bldg., Calicut St., Ballard Estate, Bombay-1.

218. M/s. Bombay Clearing Agency, (Prop. Dwarkadas and Co.,) 384, M. Dabholkarwadi, Kalbadevi Road, Bombay-2.

219. M/s. Ratilal Bajawan & Co., 136, Kazi Syed St., Khand Bazar, Bombay-3.

220. Shri Saradchandra P. Shah, Kalabhas Bldg., 59, Goa St., Room No. 17, Fort, Bombay-1.

221. Shri Ramchandra Tukaram, 131, Ibrahim Haji Habib Bldg., Deliale Road, Bombay-13.

222. Shri Enayatali Alimahomed Talib (Prop. General Transport) 100, Abdulrehman St., Bombay-3 or 37 Calicut Street, Bombay-1.

223. M/s. R. N. Krishnamoorthy Mudaliar & Sons, 32, Mulla Sahib St., Madras.

224. Shri Bhagwanji Popatlal Jobanputra, 146, Modi St., Fort, Bombay.

225. Shri Premji Ranchheddas (Prop. Vaccalji & Son) 197, Bazargate St., Fort, Bombay-1.

226. Shri Ratilal Gandalal Mehta, C/o Hariprasad Amratlal & Co., Carnac Bunder, Iron Market, Bombay-9.

227. Shri Parsharam Bhikaji Dhosle (Prop. Parsharam Bhikaji & Co.) 344/46,

228. M/s. Harendra & Co., Sudha Kunj, Tardeo Road, Bombay-7.

229. Shri Gulamhusein Kassamali Banatwala, 102, Dongri St., 4th Floor, Bombay-9.

230. Shri Mathradas Shivji, 70, Dev Bhuvan, 4th Floor, Old Modi St., Bombay-1.

231. Shri Dhirajlal P. Bhatt, Suman Villa, 2nd Hasanabad Lane, Santa Cruz, Bombay-54.

232. Shri D. Thanaraj, 108, Coral Merchant St., Madras-1.

233. Shri Mulji Tulsidas Seth, 27, New Marine Lines, Manohar Block No. 3, Bombay-1.

234. M/s. T. G. Elumalai & Co., 6/20, North Beach Road, Madras-1.

235. Shri Ratilal Narayandas Kotak, C/o. Parikh & Bros., Picket Cross Road, Bombay-2.

236. Shri S. N. Mainkar, Bodes Bldg., Princess St., Bombay-2.

237. M/s. A. Seetharama Naidu & Sons, 207, Thambu Chetty St., Madras-1.

238. Shri Sadruddin Gulamhusein, Dawaad Fazalbhoy New Bldg., 3rd Floor, 1st Chinch Bunder, Bombay-9.

239. Shri Yeshwant Kesharinath Rele (Prop. of M/s. Eastern Clearing & Forwaring Agency, Mehta Bldg., 1st Floor, Calicut St. Barrard Estate, Bombay-1.

240. Shri Gokaldas Hansraj, 6/7, Mangal, 76-C, Raji Ahmed Kidwai Road, Kings Circle, Bombay-19.

241. Shri Maganlal Mulji, 105, Kazi Syed Street, Khand Bazar, Bombay-3.

242. M/s. Continental Shipping & Clearing Agency, 1, Jaffar Syrang St., Madras-1.

243. M/s. Shantilal Madhavji Shah, Nazir Bldg., 1st Floor, 12/6, Calicut Street, Fort, Bombay-1.

244. M/s. Ved Prakash & Co., Warden House, 1st floor, Sir P. M. Road, Fort, Bombay-1.

245. Shri Kashinath Raghoba Talashikkar, Rameshwar Co-operative Housing Society Ltd., Rameshwar Prasad, 1964 1st floor, Block No. 15, Opp. Bengal Chemical, Cadell Road, Bombay-28.

246. Shri K. D. Sujan (Sole Prop. of K. D. Sujan & Sons), C/o K. Anita & Sons, Hassan Chambers, Ghoga Street, Fort, Bombay-1.

247 M/s. Sind Oriental Tourist Co. (Prop. Shri V P. Shanhani), 249. Dr. Causji Hormusji Street, Bombay-2.

248. Shri K. M. Popat, Room No 5, Dock View No 1. Fort Street, Fort, Bombay-1.

249. Shri Jeramdas Liladhar Popat (Prop. of Azad Shipping Agency), 29, Commercial Chambers, Masjid Bunder Road, Bombay-3.

250. Shri Vaman Narayan Manjrekar, C/o. V. Tulsidas & Co., 67/69, Mahomodali Road, Bombay-3.

251. M/s. Nensi Tejpal & Sons, 8, Maruthi Lane, Fort, Bombay-1.

252. M/s. The Pioneer Consolidated Co. of India Ltd., 5, Scindia House, New Delhi—Botawal Bldg., 11/13, Horniman Circle, Fort, Bombay-1.

253. Shri Assandas Kewalram Bablani, 46, Mohatta Market, 1st Floor, Palton Road, Bombay-1.

254. M/s. The Bombay Shipping Agency, Nazir Building, 12, Calicut Street, Ballard Estate, Bombay-1.

255. Shri R. S. Rangnekar (Prop. of M/s. Ahmed Hoosein & Co.) K. Lekhraj Bldg., Carnac Bridge, Bombay-9.

256. Shri Kakubhai Mohanlal Karia, 7, Sumangal, 2nd Floor, 76-C, Rafi Ahmed Kidwai Road, Kings Circle, Bombay-19.

257. M/s. Mohanlal & Bros. (Prop. Mohanlal Odhavji), 4, Anees Chambers, Carnac Road, Bombay-1.

258. Shri M. D. Ruparel, Dada Manzil No. 13, 67—69, Mohmedali Road, Bombay-3.

259. Shri Sahadeo Sakharam Salkar, Wadia Trust Estate, B. No. 15, Old Kurla, Bombay-70.

260. Shri Mohomedali Karamali Ravji, Sharif Mansion, 3rd Floor, Dongri, Bombay-9.

261. M/s. Northern India Goods Transport Co. Pvt. Ltd., H. O. Naya Bazar, Delhi. Bombay Office:—176/72, Chakala Street, Bombay-3.

262. Shri R. K. Shahani, 37, Calicut Street, Fort, Bombay-1.

263. M/s. M. B. T. 36, Second Line Beach, Madras.

264. M/s. Dave Shipping Agency, 345, Samuel Street, Vadgedi, Bombay-3.

265. Shri D. M. Vatnani (Prop. of M/s. Vatnani and Co.), 582, H. Shri Rama Nagar Co-Operative Housing Society Ltd., Road No. 3, Khar, Room No. 2, Bombay-52.

266. Shri P. Venkataraman, 39, Second Line Beach, Madras.

267. M/s. Mahindra & Mahindra Limited, Gateway Bldg., Appollo Bunder, Bombay-1.

268. M/s. The Western India Automobile Assn., Lalji Naranji Memorial Bldg., Churchgate Reclamation (P.O. Box No. 221), Bombay-1.

269. M/s. Blue Skies Pvt. Ltd., Burmah Shell House, Ballard Estate, Bombay-1.

270. M/s. G. D'Sousa & Co., 219, Calicut Street, Bombay-1.

271. Shri Ramji K. Joshi (Prop. of M/s. Ramji K. Joshi & Co.), 105, New Chinch Bunder Road, Bombay-9.

(2) Bombay Mutual Annexe Bldg., 2-C, Cawasji Patel St., Bombay-1.

272. M/s. Ramratan & Sons, Baboo Niwas, Stn. Road, Mulund, Bombay-80.

273. M/s. Javerchand Narsey & Co. (Prop. Shri H. G. Karani), 22, Mangesh Shenoy Street, Bombay-1.

274. The Sirector, Madras Customs Clearing and Shipping Agents' Association, 22, First Line Beach, Madras-1.

275. M/s. Milling Trading Co. Pvt. Ltd., Stellcrete House, 125, Dinsha Vacha Road, Churchgate Reclamation, Bombay-1.

276. M/s. Damodar Chunilal & Co., 67, Modi Bazar, Mandi, Bombay-3.

277. M/s. Vensimal Bassarmal & Bros. (Prop. Shri Daulatram Vensimal) P.O. Box No. 2112, 521, Kalbadevi Road, Bombay-2.

278. Shri Phiroze D. Pundole, Beauman Bldg., 12, Calicut Street, Ballard Estate, Bombay-1.

279. S/Shri Inter-Continental Shipping and Forwarding Agents (Sole Prop. Shri Shankar Ramchandra Gokhale), B-31, Palan Sojpal Bldg., Bombay-28.

280. Shri Uttamchand Kapurchand Chitalia, 11, Vimal Villa Tejukaya Part, Matunga, Bombay-19.

281. Shri Kumudrai Kanji Jani, 100, Old Hanuman Road, Bombay-2.

282. Shri Vasan Krishnaji Parab, Mahashwari Bldg., 12th Cross Lane, Khetwadi, Bombay-4.

283. Shri Sakarchand Gopaldas Shah, Gopal Nivas, 3rd Floor, Princess St., Bombay-2.

284. Shri Curshed Nawroji Gandevia, Gadiwala House, Sleater Road, Bombay-7.

285. Shri Chandrakand Krishnarao Pradhan, 12, Calicut Strect, Nazir Bldg., Ballard Estate, Fort, Bombay-1.

286 Shri Ramrao Shivram Kandalkar, Ashok Niwas, 10, Nowrajee Hill Road, No. 5, Bombay. Dayal Bhuvan, 1st Floor, 104, New Chinch Bunder Road, Bombay-9.

287. Shri Prabhakar Ganpat Bandiwdekar, B-36, Konkan Nagar, Lady Jamshedji Road, Mahim, Bombay-16.

288. Shri Devidas Ramkrishna Pandit, Wagale Bldg., 364-B, Thakurdwar, Bombay-2.

289. M/s. B. K. Madhav & Sons, Shantaram Nivas, 57-B, Gokhale Road, North, Dadar, Bombay-28.

290. Shri Gangaram Atmaram Chag, 12, Calicut Street, Nazir Bldg., Bombay-1.

291. Shri Damodar Shantaram Sarmalkar, 138, Shivji Park, Dadar, Bombay-16.

292. Shri Krishnanath Atmaram Kulkarni, Kusum Nivas, Bhai Jiwanji Lane, Thakurdwar, Bombay-2.

(2) 2nd Floor, Hague Bldg., Sprott Road, Bombay-2.

293. M/s. K. S. Sawant & Co., Plot No. 50, Dr. Maheshwari Road, Bombay-9.

294. M/s. Harilal Bhawanji & Co., 83/85, Bazargate Street, Fort, Bombay-1.

295. M/s. E. G. Phadnis & Sons (Prop. Shri E. C. Phadnis), 7, Nazir Building, Calicut Street, Ballard Estate, Bombay-1.

296. M/s. N. Karim & Son, 21, Israel Mohalla, 2nd Floor, Room No. 19/20, Bombay-9.

297. Shri Kantilal D. Doshi (Sole Prop. of the National Shipping Agency), 4, Nazir Bldg., Calicut Street, Fort, Bombay-1.

298. M/s. Milak Bros. (Sole Prop. Shri B. C. Milak), 349—53, Samuel Street, Vadgadi, Bombay-3.

299. M/s. Gulamhusein Khanmohamed, 271, Nagdevi Street, Bombay-1.

300. M/s. Khandelwal Bros. Pvt. Ltd., 166, Dr. D. N. Road, Bombay-1.

301. S/Shri Reliance Traders (Prop. Shri D. A. Vaidya), Alice Bldg., 339, Dr. D. N. Road, Bombay-1.

302. M/s. J. N. Marshall & Co., Savoy Chambers, S. Waellaces Street, P.O. Box No. 608, Bombay-1.

303. Shri Popatlal Jetshi (Prop. of M/s. Popatlal Jetshi & Co.) 9, Chinch Bunder, 1st Floor, Bombay-9.

304. Shri Moolji Virji, 22, Nazir Bldg., Calicut Street, Bombay-2.

305. Shri Pragji Kanji, 30, Chakla Cross Lane, Bombay-3.

306. Shri Jagadish Maganlal Pandya, 390, Katha Bazar, Bombay-9.

307. M/s. Hansraj Pragji & Sons, Nazir Bldg., 2nd Floor, 12, Calicut St., Bombay-1.

308. Shri Nandlal Dayabhai Masrani, 2/22, Babu Genu Road, Bombay-1.

309. Shri Yeshwant Gopal Nikam 51, Dr. Maheshwari Road, Bombay-9.

310. M/s. Tackarcy Meraj & Co., 153/57, Samuel Street, Bombay-3.

311. Shri Sitaram Mahadeo Waikar, Aram Bhuvan, R. N. 32, 3rd Floor, Jail Road (East) Dongri, Bombay-9.

312. Shri K. K. Jagtiani (Prop. of M/s. J. Kishan & Co.), 22, Nazir Bldg., Calicut Street, Ballard Estate, Bombay-1.

313. Shri Bawa Noormohammed Valimohamed, 12, Calicut Street, Beauman Bldg., Fort, Bombay-1.

314. M/s. Hasanali Virji & Sons, Noor Mahal, 3rd Floor, Room No. 64, Nowroj Hill, Road No. 1, Dongri, Bombay-9.

315. Shri Kashinath Bhaskar Vait, Chinwala Bldg., 1st Floor, Room No. 20/21, Nabroji Hill, Road No. 9, Bombay-9.

316. Shri Nimatlal Tribhuvandes Shah, 271, Frere Road, 2nd Floor, Room No. 39, Fort, Bombay-1.

317. Shri Shaikh Mohemed Sheikh Gomer, 59, Underia Street, 1st Floor, New Nagpada, Bhuleshwar, Bombay-2.

318. Shri Ramanlal Himatlal Shah, 22/24, Anant Wadi, 5th Floor, Room No. 118, Bhuleshwar, Bombay-2.

319. Shri Saghir Husain Quarashi, Diamond Lodge, 2nd Pirkhan Street, Nagpada, Bombay-9.

(2) Dalal Shed, New Custom House, Bombay-1.

320. Lalji Jadhavji Thakkar, Jamnadas Mansion, Room No. 58, Laxminarayan Lane, Matunga, Bombay-9.

321. Ramchandra Tribak Ker, 15-A, Barrow Lane, Vasudeo Bhuvan, Bombay-2.

322. M/s. B. Damji & Co., 12/14, Kazi Syed Street, Bombay-9.

323. Shri Shantilal Ambalal Dalal, Dalal Shed, New Custom House, Bombay-1.

(2) 127, Deodhar Road, Vishwas Bhuvan, 1st Floor, Plot No. 277, Matunga, Bombay-19.

324. Shri Navinchandra V. Dalal, Kum Kum Guest House, 93, Warden Road, 'C' Geeta Bhavan, Bombay-26.

325. M/s. Josco Shipping Agency (Prop. Jose Makuden), Dalal Shed, Ground Floor, New Custom House, BB-1.

(2) 11, Sai Prasad, Mr. Sharat Glass Works, Chembur, Bombay-71.

326. M/s. The Solar Transport Co. (Prop. Shri Rampratap Jaisharkar Dave), 15, Mani Phuvan, 406, Telang Road, Matunga (C.R. Bombay-19).

327. M/s. Ishwardas & Co., 11, Subash Lane, 2nd Floor, Vithalbhai Patel Road, Bombay-4.

328. Shri Fazelhusein Abdulhusein, 40, Bhandari Street, 1st Floor, Bombay-4.

329. Shri Shamrao Govind Ghadge (Prop. International Clearing Agency), 26, Calicut Street, Bombay-1.

330. Valji Raichand & Co., 44, Mudi Bazar, Mandvi, Bombay-3.

331. M/s. Kantilal Chhagnalal Damnia, Swaminarayan Bldg., 2nd Floor, Room No. 96, and Room No. 188, 4th Floor, Third Bhoiwada, Bhuleshwar, Bombay-2.

332. M/s. Vinshnoo Vaman & Sons, Shri Krishna Nivas, Room No. 29, Mangalwadi, Girgaum, Bombay-4.

333. M/s. Thakkar Gangaram Pragji & Co., Ratanshi Mulund, Bombay-80

334. M/s. Rex Impex Agency (Prop. Shri Alladin Ramzanally) 6—12, Calicut Street, Nazir Bldg., 1st Floor, Room No. 18, Bombay-1.

(2) 95, Sardara V. P. Road (East), Bombay-9.

335. Thikamdas Khatau Ramji, 16/18, Daryasthan Street, Bombay-3.

336. M/s. S. Yeshwant & Company, 122, Vithalwadi, Kalbadevi, Bombay-2.

337. M/s. Jaffawali Lalji & Co., Dalal Shed, New Custom House, Bombay-1.

(2) Bundeali Bldg., 3rd Floor, Haji Bachwali Road, Dongri Street, Bombay-9.

338. Shri Hubib Haji Molidina, Dalal Shed, New Custom House, Bombay-1.

(2) 8A, Nishanpada Road, 2nd Cross Lane. Bombay-9.

339. M/s. Naymoon Company, Old Bengalpura, Chakla, Bombay-3.

340. Shri M. D. Sadyani, 45-Panchayat Lane, Bhuleshwar Road, Ist Floor, Room No. 45, Bombay-2.

341. Shri Ebrahim Karamali, Dalal Shed, New Custom House, Bombay-1.

(2) Nalbioni Villa, No. 74-D' ma Part Road, Bandra, Bombay-50.

342. M/s. Rajan Virji & Co., 168/2, Samuel Street, Mandivi, Bombay-9.

343. Shri Salim Haji (Smail) 58-Nishanapada Road, 3rd Floor, Bombay-9.

344. M/s. Jestaram Ladha & Co., 118-New Chinch Bunder Road, 3rd Floor, Bombay-9.

345. M/s. Hiralal Bhawanji & Son, 83/85 Bazargate Street, Fort, Bombay-1.

346. M/s. Norarji Umarshi & Co., 16, Kassovji Naik Road, Bombay-9.

347. M/s. Shri Ramji Dayal Kothari, Lohana Niwas, Badashiv Street, Cross Lane, Girgaum, Bombay-4.

348. M/s. S. R. Dighe & Sons, Itchaporia Sadan, 3/112, Proctor Road, Bombay-7.

349. M/s. H. R. Deg. & Sons, Shantilal Laldas Kotheri Bldg., 2nd Floor, 63-Mody Street, Fort, Bombay-1.

350. M/s. Shantilal D. Dalal & Bros. Dalal Shed, New Custom House, Fort, Bombay-1.

351. M/s. Dhanji Khimji & Co., 18, Bora Bazar Street, Ist Floor, Fort, Bombay-1.

352. M/s. C. Chunilal & Co., Ratanbhai Niwas, Livdaya Lane, Ghatkopar, Bombay-77.

353. Shri D. M. Kapadia, 14-Goa Street, Fort, Bombay-1.

354. M/s. L. R. Rane & Co., Ambika Bhuwan, Wadia Street, Tarden, Bombay.

355. M/s. Mangaldas & Bros., 13/17, Kumbharwada Cross Lane, Bachubhai Building, Ground Floor, Bombay-3.

356. Shri Champaklal A. Bhatt, Muher Bldg., 4th Floor, Room No. 70, Mount Road, Mazagaon, Bombay-10.

357. Shri Girdharilal Chhaganlal, Lalsinh Mansinh Bldg., 3rd Floor, Lohar Chawl, Bombay-2.

358. M/s. Damji Kanji & Co., 283, Samuel Street, Detkaran Niwas, Vadgadi, Bombay-8.

359. M/s. H. K. Marathe & Co., Bhavas Chawl, Takya Ward, Kumla, Bombay-70.

360. M$s. D. G. Patil & Co., 24-A, 4th Umarkhadi Cross Lane, Bombay-9.

361. M/s. N. H. Desai & Co., Ram Niwas 1st Floor, 2nd Pardiwada, V. P. Road, Girgaum, Bombay-4.

362. M/s. Jamnadas Raghavji, 20, Ram Nivas, Ramchandra Lane, Malad West, Bombay-64.

363. Mora Shipping Agency, Room No. 21, 22nd Floor, Fatema Munzil, Muzafirkhana Road, Bombay-1.

364. M/s. H. G. Mohta & Company, Room No. 48, Swami Narayan Bldg., 1st Floor, and Bhoiwada, Bhuleshwar, Bombay-2.

365. Ramdas Dossa, 509, Cotton Exchange Building, Kalbadevi Road, Bombay-2.

366. M/s. M. S. Vaiday & Company, Lakri Bunder, Mazgaon, Bombay-10.

367. Ganpat Vinayak Poddekar, 11, Dev Chaya, 401, Tardeo Road, Bombay-24.

368. Mohanlal Tulsidas, 54, Mudi Bazar, Kazi Sayed Street, Bombay-3.

369. M/s. Saleh M. Tata & Co., 200, Cutlery Bazar, Bombay-3.

370. M/s. Vasant Raghunath & Co., 19-B, Frerss Road, Opp. Wadi Bunder, Goods Office, Bombay-8.

371. Shri M. Abubaker, 308, Thambu Chetty St. Madras-1.

372. Shri S M Ahamed & Co 255, Linghi Chetty St. Madras-1.

374. P. Annamalai Mudaliar & Co., 28, Angappa Naick St. Madras-1.

375. M. Balakrishna Mudaliar & Sons, 3/8, Stringers St. Madras-1.

376. M/s R. Beardsell and Co. (P) Ltd., 8, Second Line Beach, Madras-1.

377. M/s. Best & Co. Ltd., Madras-1.

378. M/s. Buckingham Carnatic Co. Ltd., No. 7, Armanian St. Madras-1.

379. Shri Chandulal Kotadia, 455, Mint St. Madras-1.

380. Shri M. Kuppuswamy Mudaliar, 49, Nambulier St. Madras-1.

381. Shri C. Devarajulu Naidu, 47, Veeraswamy Pillai St. Madras-1.

382. M/s. R. Dhanapal Naidu & Sons, 23, Thaippa Mudali St. Madras-1.

383. M/s. V. K. Doraiswamy & Sons, 2A, Millers Road, Madras-1.

384. M/s. Gillandes Arbuthnot and Co. Ltd., 3, North Beach Road, Madras-1.

385. Shri G. Gopal Chetty, 11, Malaperumal St. Madras-1.

386. Gordon Woodroofee & Co. (M) P. Ltd., 1/21, North Beach Road, Madras-1.

387. M/s. G. M. Govias & Sons, 3, Kondi Chetty St. Madras-1.

388. D. Govindaswamy Naidu, 10, Venkatesa Naick St., Madras-1.

389. M/s. Hariprasad M. Selet, 5, Hanumantharayan St., Madras-1.

390. M/s. International Clearing and Chipping Agency, 20-B, Second Line Beach, Madras-1.

391. Shri A. V. Kanniah Naidu, 260-B, N. S. C. Road, Madras-1.

392. Shri M. G. Kanniappan, 19, Shanmugaraya St., Madras-1.

393. Shri Krishna & Co., 14, Jaffar Syrang St., Madras-1

394. Shri Lakshmidass Dwarkadas, 436, Sowcarpet, Madras-1.

395. M/s. I. S. Machado, 118, Armenian St. Madras-1.

396. M/s. Madras Bangalore Transport Co., 1/235, Angappa Naick St., Madras-1.

397. Shri P. Madurai, 272, Jandha St., C.I. T. Nagar, Madras.

398. M/s. K. B. S. Maniam & Bros. 13, Flag Staff St. Royapuram, Madras-13.

399. M/s. Murugosa Mudaliar & Sons, 2/31, Rangesn Naidu St., Perambur, Madras-11.

400. Shri M. Natayana Babu, 246, Thembu Chetty St., Madras-1.

401. M/s. D. C. Narayana & Co., 40/41, Moors St., Madras-1.

402. M/s. S. Nate Iyer & Co., 40/41, Moors St., Madras-1.

403. M/s. New Era Trading Co., 35/37, Thambu Chetty St., Madras-1.

404. M/s. Parrt & Co., Madras-1.
405. M/s. Pilmen Agents (P) Ltd., Second Line Beach, Madras-1.
406. M/s. S. Poonuswamy Nadar & Sons, 12, Narayana Mudali St., Madras-1.
407. M/s. A. K. Radhakrishna Chetty 24, Kavarai Chetty St., Madras-1.
408. Shri S. Raghava Chetty, 52, Muthumari Chetty St., Mannadi, Madras-1.
409. M/s. K. Ramabrahaman & Sons (M), 31-A, North Beach Road, Madras-1.
410. Shri T. V. Ramachandra Rao, 15, Nattu Pillayar Koil St. Madras-1.
411. Shri R. Ramachandra Rao, 13, Koral Merchant St., Madras-1.
412. Shri S. Rangaiah Naidu, 38, Shanmugarayan St., Madras-1.
413. Shri S. G. Sambandan, 216, Hingh Chetty St., Madras-1.
414. Shri A. G. Sampath Naidu, 14, Ramaswamy Naidu St. Mannadi, Madras-1.
415. Shri R. Sarangapani, 137, Linghi Chetty St., Madras-1.
416. Shaw Wallace & Co., 8/9, Thambu Chetty St., Madras-1.
417. M/s. Sheriff & Sons, 34, Second Line Beach, Madras-1.
418. M/s. Soundararajan & Co., 231, Govindappa Naick St., Madras-1.
419. M/s. South India Export Co. Ltd., Mglean St., Madras-1.
420. Shri A. P. Srinivasan, 32, North Beach Road, Madras-1.
421. M/s. Spensor & Co., Ltd., 1/153, Mount Road, Madras-2.
422. Shri A. Srinivasan, 5, Thambu Chetty St., Madras-1.
423. M/s. M. Srinivasalu Naidu & Co., 17/20, V. V. Koil St., Periamet, Madras.
424. Shri Ramavilas Service Ltd., Mount Road, Madras-2.
425. M/s. South India Corpn (A) P. Ltd., 80, North Beach Road, Madras-1.
426. M/s. Subramaniam & Co., 58, Thambu Chetty St., Madras-1.
427. M/s. Sugesan & Co. Pvt. Ltd., 22, First Line Beach, Madras-1.
428. M/s. T. A. Taylor & Co. (M) Pvt. Ltd., 100, Armenian St. Madras-1.

II List

REFERENCE No. CGIT-13 OF 1967

List specifying the names and addresses of the employers

Notification No. 28(14)/67-LR-II, dated 27-9-1967

1. M/s. The Eastern Bunkers Private Ltd., Scindia House, Dougall Road, Ballard Estate, Bombay. Licence No. CHA-11/74.

2. M/s. C. C. Shah & Son (Prop. Vinodchandra C. Shah), Nazir Building, 6/12, Calicut Street, Ballard Estate, Bombay-1. Licence No. CHA-11/217.

3. Shri Sudhir Sakarchand Shah Boman Building, Calicut Street, Ballard Estate, Bombay-1. Licence No. CHA-11/228.

4. Shri Vijaysinh Virchand Ved, (Prop. of M/s. Vijaya Sinh & Co.), 13/21, 3rd Panjarpole Lane, Bombay-4. Licence No. CHA-11/298.

5. Shri M. H. Hardawala, 30, Turner Road, Bandra, Bombay-50. Licence No. CHA-11/318.

6. M/s. Josco Shipping Agency (Prop. Jose Makuden), Dalal Shed, Ground Floor, New Custom House, Bombay-1. Licence No. CHA-11/322.

APPENDIX V

TRANSPORT AND DOCK WORKER'S UNION, BOMBAY

GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND EMPLOYMENT

RESOLUTION

New Delhi, the 27th April 1965

[No. WB-21(13)/65.]

The Central Wage Board for port and dock workers at major ports, set up by the Government of India by their Resolution No. WB-21(4)/64, dated the 13 Novem-

ber, 1964, has made recommendations, as shown in the appendix for grant of interim relief.

Government have decided to accept the recommendations of the Wage Board and to request the concerned employers to implement the same as early as possible.

(Sd.) P. M. MENON, Secy.

[No. WB-21(13)/65.]

New Delhi, the 27th April 1965

ORDER

Ordered that a copy of the Resolution be communicated to all concerned.

Ordered also that the Resolution be published in the Gazette of India for general information.

P. M. MENON, Secy.

CENTRAL WAGE BOARD FOR PORT & DOCK WORKERS AT MAJOR PORTS

The Government of India in the Ministry of Labour & Employment constituted the Central Wage Board for Port & Dock Workers at major ports by their Resolution No. WB-21(4)/64, dated 13th November 1964 by clause (d) of paragraph 3 of the said resolution the Board was asked to submit its recommendations regarding the demand of labour for interim relief within 3 months from the date of the Board starting its work. After hearing the parties, the Board met for deliberations from 12th to 14th March 1965 but since the Board could not arrive at final conclusion in this meeting and the period of three months was expiring on 14th March 1965 the Government, by the Board's resolution dated 14th March, 1964, was requested to extend the period fixed for submission of the Board's recommendations on interim relief by one month.

The Board again met on 7th, 8th and 9th of April 1965 to consider the question of interim relief and after carefully considering all matters put and pressed before it on this question came to the following conclusions;

I. The recommendations of the Board, which hereafter follow should apply to the undermentioned categories of employees connected with the Port and Dock work at major ports, namely;

A. Employees of Major Port Authorities

(1) All categories of employees employed by the authorities of major ports at Bombay, Calcutta, Cochin, Kandla, Madras and Vishakapatnam covered by the Report of the Committee for Classification and categorisation for Class III and Class IV employees of major ports and equivalent categories in the port of Murmagao.

(2) Any other categories of manual, clerical, supervisory, etc. employees who hold posts created subsequently or earlier by any of the Major Port Authorities and who are not regarded as Class II Officers.

(3) Shore employees of all categories employed by Major Port Authorities including A, B, C and other employees directly engaged by the Port Authorities on daily or other basis.

B. Dock Workers as defined under Dock Workers (Regulation of Employment) Act, 1948

(1) Employees covered under the schedule of the Dock Workers (Regulation of Employment) Scheme relating to the major ports of Bombay, Calcutta, Madras; Cochin and Vishakhapatnam.

(2) Employees covered by Unregistered Dock Workers (Regulation of Employment) Schemes at the ports of Bombay, Calcutta and Madras.

(3) Similar categories of employees as covered under item 1 at the ports of Kandla and Murmagoa.

(4) Similar categories of employees covered under item 2 at the ports of Cochin, Visakhapatnam, Kandla and Murmagoa.

(5) Similar categories of employees as in item 1 and 2 at all major ports, whether they are covered by the Scheme or not.

(C) *The employees engaged by the dock labour and their Administrative bodies*

(D) *Employees engaged by listed employers*

(E) *Employees of employers, other than port authorities, dock labour boards Administrative bodies, listed employers and registered employers*

(1) Ore employees at dumps or depots.

(2) Employees engaged for handling cargoes in warehouse and transit sheds

(3) Crew of boats, lighters and barges wholly enaged in the docks and stream whose work is connected with loading and unloading of vessels and other processes of dock and port work.

(4) Employees engaged in loading and unloading all cargoes (including tea chests) in the dock areas from river crafts, vessels, boats, trucks, etc.

(5) Employees who come within the definition of "dock worker" under the Dock Workers (Regulation of Employment) Act, 1948.

II. All categories of employees mentioned in clause I, who are getting dearness allowance at the rates applicable to Government employees, should continue to be paid dearness allowance on the pattern of the dearness allowance of the Central Government employees As and when the Government revises the dearness allowance rates for its employees, thse workmen should also be paid dearness allowance at such enhanced rates. This practice should be followed till the final recommendations of the Board come into effect.

III(A). If any categories of employees are not being paid dearness allowance at Government rates, such categories of employees, shall also be paid dearness allowance from Ist October 1964, at the following rates:—

Pay range Rs.	*Dearness Allowance* Rs.
Below 110	7·50
110 and above but below 150	16·50
150 and above but below 210	12·00
210 and upto 300	16·00
301	17·00
302	18·00
303	19·00
304	20·00
305	21·00
306	22·00
307	23·00
308	24·00
309	25·00
310	26·00
311	27·00
312	28·00
313	29·00
314	30·00
315	31·00
316 to 384	31·00
385	31·00
386	32·00
387	33·00
388	34·00
389	35·00
390	36·00
391	37·00
392	38·00
393	39·00
394	40·00
395	41·00

ay range Rs.	*Dearness Allowance* Rs.
396	42·00
397	43·00
398	44·00
399	45·00
400 to 580	50·00
581	51·00
582	52·00
583	53·00
584	54·00
585	55·00
586	56·00
587	57·00
588	58·00
589	59·00
590	60·00
591	61·00
592	62·00
593	63·00
594	64·00
595	65·00
596	66·00
597	67·00
598	68·00
599	69·00

Provided that:—

(i) if a different scheme of dearness allowance is applicable to any employees and if under that scheme those employees have received from 31st January, 1964 an increase in dearness allowance mentioned in the above rates, no further increase in dearness allowance would be payable at such employees. If it is otherwise, the increase in in dearness allowance should be paid from 1st October, 1964 at rates equal to the difference between the rates in clause (A) above and the increased rates received by them.

(ii) employees who are being paid consolidated wages or who are piecerated workers, should be paid a minimum dearness allowance of Rs. 7.50 per month from 1st October, 1964. However, wage differentials, if any, between higher and lower paid workers in the same channel of promotion should be taken into account for calculating the amount of dearness allowance payable under Clause (A).

(B) Employees mentioned in provisos (i) and (ii) above should be paid increase in dearness allowance, as and when the Central Government grant increases in the dearness allowance rates applicable to its employees on the same principle as mentioned in proviso (i).

(IV) Besides the payments mentioned above, all categories of employees mentioned in clause I should be paid an interim relief of Rs. 7.80 paise per month with effect from 1st February 1965.

V. In case of daily paid workers, time rated and piece-rated, the daily rate of interim relief should be 1/26th of 1/30th of the monthly amount mentioned above, as per present practice. Where there is no such practice, the daily rate of interim relief would be 1/26th of the monthly amount mentioned above, in cases where the worker is not paid any wages for the weekly day of rest.

VI. The interim relief mentioned in clause IV should be shown as a separate item (neither part of basic wage nor part of dearness allowance) till the final recommendations of the Board come into effect. This interim relief should however be considered part of total emoluments in the same manner as enhanced dearness allowance granted by Das Commission.

(Sd.) L. P. DAVE

(Sd.) D. T. LAKDAWALA,
(Sd.) I. B. DASGUPTA,
(Sd.) T. K. PARMESWARAN NAMBIAR,
(Sd.) S. C. SHETH,
(Sd.) S. R. KULKARNI,
(Sd.) MAKHAN CHATTERJEE,
(Sd.) MAITREYEE BOSE,

(Sd.) N. AHMED

The 9th April, 1965.

TRANSPORT & DOCK WORKER'S UNION, BOMBAY

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

RESOLUTION

New Delhi, the 16th July 1966

The recommendations of the Central Wage Board for Port & Dock Workers at major ports for grant of interim relief were published as appendix to Government Resolution No. WB-21(13)/65, dated the 27th April, 1965. After considering certain representations made to it, the Wage Board has recommended that the following may be substituted in place of sub-clause (5) of clause (E) in para I of the Appendix to the aforesaid Resolution:—

> "Person mainly employed in a Dock as defined in para 2(3) of the Dock Workers (Safety, Health and Welfare) Scheme, 1961 made by the Central Government in exercise of powers conferred by Section 4(1) of Dock Workers (Regulation of Employment) Act, 1948,."

2 Government have decided to accept the recommendations of the Wage Board and to request the concerned employers to implement the recommendations in the light of the above modification as early as possible.

HANS RAJ CHHABRA, Under Secy.

Dated, the 16th July, 1966.

[No. WB-21(36)/65.]

ORDER

Ordered that copy of the Resolution be communicated to all concerned.

Ordered also that the Resolution be published in the Gazette of India for general information.

HANS RAJ CHHABRA, Under Secy.

TRANSPORT & DOCK WORKER'S UNION, BOMBAY

Copy of Resolution No. WB-21(14)/66, dated the 19th October, 1966, from the Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment), Government of India, New Delhi.

RESOLUTION

"The Central Wage Board for Port and Dock Workers at major ports, set up by the Government of India by their Resolution No. WB-21(4)/64, dated the 13th November, 1964, has made recommendations, as shown in the Appendix, for the grant of a second interim relief.

Government have decided to accept the recommendations of the Wage Board and to request the concerned employers to implement the same as early as possible".

(Sd.) P. C. MATHEW, Secy.

[No. WB-21(14)/66.]

APPENDIX

THE CENTRAL WAGE BOARD FOR PORT & DOCK WORKERS AT MAJOR PORTS

"The Board had on 9th April 1965, recommended the grant of an interim relief with effect from 1st February 1965. The Board's recommendations were accepted by the Government by its Reso'ution No. WB-21(13)/65, dated 27th April 1965.

For some time past, the workers have been asking for a second interim relief. The Board, after having carefully considered the representations and views of parties and all relevant facts, recommends as under:—

A further (Second) interim relief of Rs. 4/- per month should be paid from 1st August 1966 to all categories of workers described in clause I of the Board's

earlier recommendations above referred to, on the same terms and conditions as mentioned therein.".

(Sd.) Members.

APPENDIX 'C'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-13 OF 1967

BETWEEN

Employers in relation to Messrs V. Patel & Company and 427 Others

AND

Their Workmen

In the matter of implementation of the recommendation of the Wage Board for Port and Dock Workers etc.

May it please the Hon'ble Tribunal:

After noting the submissions made by the representatives of the following employers on the date of preliminary hearing of the above dispute held on 11th and 12th December, 1967, and after examining the statements (if any) filed by those employers, the Transport & Dock Workers' Union representing the workmen employed by and under such employers beg to submit as follows:

Serial No. 33-*M/s. Narayan Bhau & Son.*

The employer agrees to implement the recommendations of the Wage Board in regard to the Interim Relief and Additional Dearness Allowance.

It is prayed that an Award be made in terms of this demand in relation to the employer.

Serial No. 64-*M/s. Dadabhoy Hormusjee & Co.*

In view of the specific term contained in the agreement dated 25th November 1967, between the Union and the employer, the demand does not survive and is, therefore, not pressed against the employer.

Serial No. 79-*M/s. Cox & Kings (Agents) Ltd.*

The Union does not press this demand against the said employer.

Serial No. 80-*M/s. Balmer Lawrie & Co. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 85-*M/s. Gannon Dunkerley & Co. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 89-*M/s. Mackinon Mackenzie & Co. P. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 93-*M/s. Killick Nixon & Co. Pvt. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 96-*M/s. W. H. Brady & Co. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 107-*M/s. Hard Castle Ward & Co. P. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 111-*M/s. Forbes Forbes Campbell & Co. Ltd.*

The Union does not press this demand against the said employer.

Serial No. 160-*M/s. Sepulchre Bros (India) Ltd.*

The Union does not press this demand against the said employer.

Serial No. 164-*M/s. Bombay Cotton Pvt. Ltd.*

In view of the understanding reached between the Union and the employer with regard to the implementation of the recommendations of the Wage Board, the demand is not pressed by the Union against this employer.

Serial No. 171-*M/s. Spencer & Co. Ltd.*

The Union does not press its demand against the said employer.

Serial No. 231-*M/s. Dhirajlal P. Bhatt.*

In view of the fact that the employer and his son are only working, the demand is not pressed against the said employer.

Serial No. 268-*M/s. The Western India Automobile Association.*

In view of the understanding reached between the Union and the employer with regard to the implementation of the recommendations of the Wage Board, the demand is not pressed by the Union against this employer.

Serial No. 277-*M/s. Vensimal Bassarmal & Bros.*

The Union does not press this demand against the said employer.

It is, therefore, prayed that the Honourable Tribunal may be pleased to dispose off the above Reference in relation to the aforesaid employers as indicated above.

BOMBAY;
Dated: the 18*th December* 1967.

(Sd.) Secy.
for Transport & Dock Workers' Union,
Bombay.

[No 28/14/67-LR.III.]

ORDERS

New Delhi, the 15*th July* 1969

S. O. **2950**.—Whereas the industrial disputes specified in the Schedule hereto annexed are pending before Shri M. Tajammul Hussain, Presiding Officer Industrial Tribunal, Madras;

And whereas Shri Tajammul Hussain, has retired and his services are no longer available;

Now, therefore, in exercise of the powers conferred by section 7A, and sub-section (1) of section 33B of the Industrial Disputes Act 1947 (14 of 1947) the Central Government hereby constitutes an Industrial Tribunal with Thiru P. S. Somasundaram as the Presiding Officer with headquarters at Madras, withdraws the proceedings in relation to the said disputes from Shri M. Tajammul Hussain and transfer the same to the said Industrial Tribunal, Madras for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Reference No. on the file of the Tribunal	Notification No. and date	Parties to the dispute
1	2	3	4
1	I.D.No. 73 of 1969	29/28/68-LR-III, dated the 14th August, 1968.	Workmen and the management of M/s. Ambassador Steamships Pvt. Ltd., Steamer Agents, Wellington Island Cochin-3 (Kerala).

1	2	3	4
2	I.D. No. 3 of 1969	29/2/69-LWI-III, dated 17-1-69 and even number dated 25-4-69	Workmen and the management of Shri H. Abdul Rehiman Kutty, Food Grains Storage and Clearance Contractor of the Food Corporation of India, Cochin.

[No.22/1/69-LWI-III.]

New Delhi, the 16th July 1969

S.O. 2951.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs Modern Transport, No. 62, North Beach Road, Madras-1 and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. S. Somasundaram shall be the Presiding Officer, with headquarters at Madras and refers the said dispute to the said Tribunal for adjudication.

SCHEDULE

"Whether the dismissal of Shri N. Ramaswamy, Supervisor, by the management of Messrs Modern Transport, No. 62, North Beach Road, Madras-1 with effect from 9th October, 1968 is justified? If not, to what relief is he entitled?

[No. 29/6/69-LWI-III.]

C. RAMDAS, Under Secy.

(Department of Labour and Employment)

New Delhi, the 11th July 1969

S.O. 2952.—In exercise of the powers conferred by sub-section (1) of section 5 the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961) read with rule 31 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961) read with rule 31 notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 987, dated the 6th March, 1968, the Central Government hereby specifies Shri H. P. Duara, Director of Welfare, Mica and Iron Ore Mines, Department of Labour and Employment, to be the Iron Ore Mines Cess Commissioner who shall be responsible for the assessment and collection of the cess levied under the said Act in the Union territory of Goa, Daman and Diu, with effect from the 4th July, 1969.

[No. F. 18/13/69-M.III.]

New Delhi, the 15th July 1969

S.O. 2953.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), read with clause (ii) of rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby appoints the Director of Welfare, Mica and Iron Ore Mines in the Department of Labour and Employment, to be the Vice-Chairman of the Iron Ore Mines Labour Welfare Fund Advisory Committee for the union territory of Goa, Daman and Diu, constituted by the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and

Employment), No. S.O. 1116, dated the 11th March, 1969, and makes the following amendments in the said notification, namely:—

In the said notification, against serial number 2, for the existing entry, the following entry shall be substituted, namely:—

"Director of Welfare, Mica and Iron Ore Mines, Department of Labour and Employment—Vice-Chairman."

[No. F. 18/12/69-M.III.]

C. R. NAIR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 14th July 1969

S.O. 2954.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Rajasthan, Jaipur in the matter of an application under Section 33A of the said Act from Shri Bhanwaru Khan and others of the Bikaner Gypsum Limited, Bikaner and their workmen, which was received by the Central Government on the 28th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT :

Shri Gopal Narain Sharma—*Presiding Officer.*

COMPLAINT NO. CIT-2 OF 1969

Shri Bhanwaru Khan and Others—*Complainants.*

Vs.

The Bikaner Gypsum Limited, Bikaner—*Opposite Party.*

Date of Award: 18th January, 1969

AWARD

This is a Complaint under Section 33A of the Industrial Disputes Act, 1947, filed by Shri Bhanwaru Khan and 11 other workmen of the Bikaner Gypsum Limited, Bikaner. It was originally presented before Shri J. S. Ranawat, Presiding Officer of the Central Government Industrial Tribunal, Jaipur and was registered on his file as Complaint No. CIT-2 of 1967. On his retirement it was transferred to me by the Central Government *vide* its order No. 24/34/68-LRI, dated 28th November, 1968.

When the case came up for hearing today the representatives of both parties filed a joint application stating that they have mutually settled the dispute out of Court and prayed for passing a no dispute award.

Hence a no dispute award is passed accordingly. It may be submitted to the Central Government for publication.

(Sd.) GOPAL NARAIN SHARMA,
Presiding Officer,
Central Government Industrial Tribunal, Rajasthan, Jaipur.

[No. 24(34)/69-LRIV.]

New Delhi, the 16th July 1969

S.O. 2955.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Ballarpur Colliery, Post Office Ballarpur (District Chanda) and their workmen, which was received by the Central Government on the 8th July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Dated June 28, 1969

PRESENT:

Shri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R)(4) OF 1969

PARTIES:

Employers in relation to the management of Ballarpur Collieries, Post Office Ballarpur, Tehsil and District Chandrapur (Maharashtra).

Vs.

Their workmen represented by the President, M.C.W. Union, Ballarpur (Maharashtra).

APPEARANCES:

For Employers.—Shri K. Kumar, Officer of the Collieries Company.

For Workman.—Dr. D. P. Kawadkar, President, M.C.W. Union Ballarpur.

INDUSTRY: Coal Mine. DISTRICT: Chandrapur (M.S.)

AWARD

By Notification No. 3/11/68-LRII dated 11th December, 1968, the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

MATTER OF DISPUTE

"Whether the resignation letter from Shri Adlur Balla Mallu, Loader, was obtained fraudulently by the management of Ballarpur Colliery, Post Office Ballarpur? If so, to what relief is the workmen entitled?"

The workman concerned, Adlur Balla Mallu, was a Loader in Ballarpur Colliery and had rendered about ten years of service. On 29th August 1967 he was examined by the colliery doctor who found him suffering from defective vision. The management, therefore, by a letter dated 29th August 1967 (Ex. W/1) advised him to consult a specialist, undergo treatment and then report for work when fit. Adlur Balla Mallu, to be hereinafter called Mallu, approached the Civil Surgeon, Chandrapur, as an out door patient who advised him to consult the specialist on 1st September 1967 (Ex. W/2) Dr Y. V. Sirdeshpande is the only Eye Specialist in Chandrapur and Mallu approached him on 4th September 1967. The Specialist found his acuity to be 6/6 for right eye and 6/9 for left eye. He gave a certificate (Ex. W/3) recording his opinion that Mallu was visually fit to resume his duty in the mine and did not require glasses. Armed with this certificate Mallu seems to have approached Dr. D. P. Kawadkar President of the Union who addressed a letter on 8th September, 1967 (Ex. W/4) to the Manager requesting him to take back Mallu on duty. No reply was sent to this communication. It appears that the Union, Maharashtra Colliery Workers Union, took up the matter with the Assistant Labour Commissioner and some conciliation proceedings were held as a result of which the colliery Medical Officer again examined Mallu and seven others who had similarly been declared unfit Two of them were taken back and the other six workers including Mallu were directed to take specialist treatment (Ex. W/5 and W/6). Mallu again approached the Eye Specialist on 8th November, 1967 who gave a certificate on 10th November 1967 for Mallu and six others (Ex. W/7 and W/8). For Mallu acquity was reported 6/9 for both the eyes and it was stated that no glasses was required. The Union again took up the matter in conciliation and on 12th January, 1968 there was an agreement with the management to get all these workers re-examined before the expiry of six months from the date they were first found to be temporarily unfit. In consequence of this, the management by a letter dated 27th February 1968 (Ex. E/1) directed Mallu to appear before the colliery Doctor for medical examination of vision. The Doctor examined him either on the evening of 28th as stated by Mallu or in the morning of 29th as stated by Dr. L. S. Khandekar (E. W. 1). The colliery Doctor again found the acuity as 6/15 now for both eyes which was not upto the standard. Consequently he recorded an endorsement on the letter and sent it to the Manager. Mallu approached the Manager and according to

him he was not allowed to meet the Manager. The Steno of the Manager, Sri M K Rangnatham, obtained his thumb mark on a blank paper on the pretext that an application was necessary before he could be given work and he was directed to come next day with such articles of the colliery which he had in his possession. When he came next day, Sri Rangnatham obtained the articles from him and gave him a letter intimating that his resignation had been accepted. He was horrified to know that the blank paper had been fabricated into a letter of resignation. He had not at all resigned and the resignation paper is a forgery. He was not allowed to meet the Manager and on 1st March 1968 he sent a communication to the Manager (Ex. W/11) stating all the facts and when no reply was received another communication (Ex. W/12) was sent on 5th April, 1968. When no redress was obtained he took up the matter in conciliation which in due course resulted in this reference.

3. The management in their written statement denied that resignation was obtained by fraud. According to the management, when Mallu on examination on 28th February, 1968 was again found to be medically unfit by the colliery Doctor and had been told so by the Doctor and he preferred to resign so that the stamp of defective vision should not be attached to his career. According to the management the resignation letter was written by Sri Rangnatham on the request of Mallu himself and there was no deception in the matter. The management under Standing Orders Cl. 20(4)(b) could discharge him for continued ill health and therefore there was no necessity to fabricate a resignation letter. A legal plea was also taken that the dispute was not an industrial dispute.

4. On the pleadings of the parties, the following issues were framed in the case:—

Issues

(1) Is the dispute not an industrial dispute?

(2) Were the employers competent to discharge and terminate the services of the workman under Standing Order Clause 20(4)(b)?

(3) Was the workman duped to sign on a document dated 29th February, 1968 or was it a voluntary resignation?

(4) To what relief if any is the workman entitled?

Findings:

Issue No. 1—It was pleaded that since it was a case of resignation and not of discharge, dismissal, retrenchment or termination, it is not covered by Sec. 2A I.D. Act. Consequently; it was contended that Adlur Balla Mallu could not have raised the dispute himself and the dispute remained an individual dispute. The plea is clearly untenable. Sec. 2A applies "where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman. any dispute or difference between the workman and his employer connected with, or arising out of, such discharge, dismissal; retrenchment or termination shall be deemed to be an industrial dispute." The supposed resignation which is disputed as a fact by the worker is covered by the expression "otherwise terminate" his services. The plea is so frivilous that does not need any serious attention and is answered in negative.

Issue No. 3.—The circumstances are so prominent that it is difficult to believe the management's version that Mallu had tendered resignation. He had been found to be medically fit in his vision not once but twice by the specialist and he was not likely to have succumbed to the opinion of the colliery doctor that his vision was really defective. His case along with others had been to conciliation twice before it was agreed that he should be re-examined by the colliery Doctor, Dr. L. S Khandekar (E.W. 1) who found that his vision was not upto the standard and the acuity was 6/15 in both eyes. Dr. Khandekar admitted that when he examined the worker he informed him that he would send the report to the Manager and he should contact the Manager. In other words, he had not told him that he was still unfit to work Consequently, when he went to meet the Manager on 29th the worker did not know that he had been declared unfit by the colliery Doctor and therefore there was no occasion for him to ask Sri Rangnatham to scribe a letter of resignation. The statement of Rangnatham that Mallu informed him that he had been declared unfit by the Doctor is thus on the face of it untrue. The irresistible conclusion as stated by Mallu is that Rangnatham obtained his signature on a blank paper and a fraud was committed on him. The management on this question examined Sri Rangnatham and the suppcsed witness Ganpat Palkuji Chitale, Peon, who purported to have signed as

a witness. There is a manifest contradiction between the evidence of the two. According to Chitale Rangnatham wrote out the letter of resignation on being told by Mallu that he had failed in medical test and Rangnatham read it over to him. He attested the same on being asked by Rangnatham. According to Rangnatham, he asked the worker to bring a witness whereupon he told him that the Chowkidar, meaning thereby Chitale; was already there and could be asked to sign as a witness. After affixing his own thumb mark the worker remained standing outside and he took the letter of resignation to the manager. The Manager asked him why the worker had resigned and Rangnatham told him that because he was unfit for work Without calling the worker, the Manager recorded an order that the resignation be forthwith accepted. It is pertinent to note that in the so-called letter of resignation the signature of Chitale is not endorsed as a witness by way of attestation. His signature only appears on the letter. Chitale could not explain why he did not do so. He admitted that he had signed as a witness on three other cases of the so-called resignations and which came up before the Tribunal. Sri Rangnatham admitted that he may have scribed some ten or fifteen similar resignation letters. Three of these cases came up before this Tribunal, Case Nos. CGIT/LC(R)(31)(32) & (33)/1968, which were decided by me on 5th September 1968 and published in the Government of India Gazette dated November, 16, 1968/Kartika 25; 1890 at page 5275; Pt. II Section 3(ii). The facts were similar and it was held that the so-called resignation letter was a fraud practised by Sri Rangnatham. This is another case where the poor worker has fallen victim to the deceipt practised by Sri Rangnatham and who for his supposed meritorious service has got a lift. He is now Secretary to the General Manager with a basic salary of Rs. 750/-. Before this till February, 1968 he was a Stenographer of the Manager with basic pay of Rs. 300/- only. Witnesses may lie but not the circumstances. The circumstances in this case are so clear and prominent that it is inconceivable to believe that Mallu would have himself tendered resignation When he came to know of the fraud he atonce protested on 1st March, 1968. It is significant to note that the employers took two adjournment to enable them to produce the Manager, Sri M. K. Jha, but curiously he was given up as a witness. Resignation is an extra-ordinary thing and suprisingly the Manager made so enquiry himself from the worker as to why he was resigning. Probably the Manager would have found it difficult to face and explain the position and therefore conveniently avoided attendance. Be as it may the facts are so pronounced that the version of the worker must be accepted, namely, that he was duped to sign on a blank paper which has been made up as his resignation Issue is held accordingly.

Issue No. 2.—The argument of the employers that they could dispense with the services of the worker under Standing Order Cl. 20 (4) (b) is of no avail. With the opinion of the Specialist probably the management would have found it difficult to take a stand on the report of their Medical Officer. In any case to avoid any controversy, a convenient method was conceived by an ultra loyal employee, Sri Rangnatham who just obtained thumb mark of the worker on a blank paper and fabricated it as a letter of resignation and the Manager without caring to verify the fact found it convenient to accept the resignation forthwith. On examining the clause carefully it would however be found that this could not be attracted at all against the worker He had not undergone six months continuous treatment and there was no question of recovery from his ailment. If his vision was poor it could be corrected by glasses. The management could not have dispensed with the services of the worker under this clause.

Issue No. 4.—The worker is entitled to be reinstated with back wages

Decision.—The result is that first part of the issue under reference is answered affirmative. The worker, Sri Adlur Balla Mallu, Loader, is entitled to be reinstated with back wages and full benefits. He shall further be entitled to Rs. 100/- as costs of the proceeding.

(Sd.) G. C. AGARWALA,
Presiding Officer.

[No. 3/11/68-LR.II]

New Delhi, the 17th July 1969

S.O. 2956.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Messrs Shreeram Durga Prasad Ores (Private) Limited, Tumsar (Maharashtra State) and their workmen, which was received by the Central Government on the 9th July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Dated July 3, 1969.

PRESENT:

Shri G. C. Agarwala—*Presiding Officer.*

CASE REF. NO. CGIT/LC(R) (3) OF 1969

PARTIES:

Employers in relation to the management of M|s Shreeram Durga Prasad Ores (Private) Limited, Tumsar (Maharashtra State).

Versus

Their workmen represented through the Samyukta Khadan Mazdoor Sangh, Tirodi, Balaghat District (Madhya Pradesh).

APPEARANCES :

For Employers—Shri S. R. Vishwakarma, Personnel Officer.

For Workmen—S/Sri P. K. Thakur and Mukherjee, S. K. M. Sangh.

INDUSTRY: Manganese Ore Mine DISTRICT: Balaghat (M.P.)

ORDER/AWARD

By Notification No. 35(25)|68-LRI, dated 11th February, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute to this Tribunal, for adjudication:—

MATTER OF DISPUTE

I. Whether the action of the management of Messrs Shreeram Durga Prasad Ores Private Limited in dismissing Shri Ramchand Thaker Ex-driller of G.F.B.T. Range Sitlagrah Hamesha Manganese Mines with effect from the 7th February, 1968, was justified?

II. If not, to what relief, is the workman entitled?

2. The dispute was raised by Samyukta Khadan Mazdoor Sangh. Both the Union and the employers filed statements of claim. On the pleadings of the parties certain issues were framed on 25th April, 1969. One of the pleas raised by the employers was that the workman concerned, Ramchand Thaker, was not a member of the Union and the Union was not competent to raise the dispute. The dispute therefore remained an individual dispute. The Union therefore had to show that the workman concerned was actually it's member. When the case was taken up for hearing on 2nd June, 1969, it was adjourned to 2nd July, 1969, on the ground that the Secretary, Sri K. Nutneshwar, had gone abroad and relevant papers were with him. Again when the case was taken up on the adjourned date no papers were filed and it was stated that Sri K. Nutneshwar had not returned from abroad. The workman concerned had also not appeared. At the request of the Vice President, Mr. Mukerjee, case was adjourned till today in the hope that the workman concerned might still turn up. He has not turned up today. Even if Shri Nutneshwar may not be available, still the workman could prove his membership by filling subscription receipts which has not been done. There is, therefore, no evidence to show that the workman concerned was member of the Union at the relevant time and the Union was competent to raise the dispute The dispute therefore remained an individual dispute and this Tribunal has no jurisdiction. With this finding, it is not possible to go into the question of merits of the case.

(Sd.) G. C. AGARWALA, Presiding Officer.

3-7-1969.

[No. 35|25|68-LR.IV.]

S.O. 2957.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industria lTribunal, Madras, in the industrial dispute between the employers in relation to the management of Messrs Dalmia Magnesite Corporation, Salem and their workmen, which was received by the Central Government on the 11th July, 1969.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Wednesday the 2nd day of July, 1969

PRESENT:

Thiru B. S. Somasundaram, B.A., B.L., Industrial Tribunal, Madras.

INDUTRIAL DISPUTE No. 23 OF 1969

(In the matter of the dispute for adjudication U/s. 10(1)(d) of the I.D. Act 1947 between the workmen and the management of M/s. Dalmia Magnesite Corporation, Salem).

BETWEEN

1. The General Secretary, Salem District Magnesite Labour Union, Suramangalam, Salem-5.
2. The General Secretary, Magnesite Workers Union, Karuppur P.O., Salem-5.
3. The General Secretary, Dalmia Magnesite Corporation Employees Union, Karuppur P.O., Salem-5.

AND

The Manager, M/s. Dalmia Magnesite Corporation, Salem.

REFERENCE:

Order No. 35(24)/68-LRI, dated 11th February 1969 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, New Delhi.

This dispute having been advanced and coming on this day for final disposal upon perusing the reference claim statement of the 1st Union and all other material papers on record and the parties having filed a joint memorandum of settlement and recording the same, this Tribunal made the following:

AWARD

The dispute in this reference relates to the demand for the abolition of the contract system now existing in the mines and factory of Messrs. Dalmia Magnesite Corporation, Salem, and to the absorption of the employees now under the contractors as the direct employees of the company without any break in the services and to the application of the pay scales and other amenities now enjoyed by the workers in this concern to the workers thus absorbed. Claim statement was filed by Union No. 1 setting forth the above demands.

2. The parties have since settled the dispute and filed a memorandum of settlement. The management has agreed to appoint 300 workmen now employed under the contractors as departmental workmen from 1st September 1969. They have agreed to absorb in this manner 200 more workmen from 1st January 1970. They have also agreed upon certain other conditions. The settlement thus arrived at is recorded and there shall be an award in terms of the same. There will be no order as to costs and the memorandum of settlement shall be an annexure to this award.

(Sd.) B. S. SOMASUNDARAM,
Industrial Tribunal.

List of witnesses examined for both Parties:

None.

List of documents marked for both Parties:

Nil.

Joint Memorandum of Settlement

The parties to the above settlement have reached an agreement with regard to the issue involved in the dispute. The parties therefore pray that an Award

may be passed in terms of the settlement. The memorandum of settlement reached between the parties is annexed to this petition.

Dated at Salem this 30th day of June 1969.

Representing the Management:
(Sd.) A. R. GANESAN,
Manager, Dalmia Magnesite
Corporation, Salem.

Representing the Workmen:
(Sd.) K. BALASUBRAMANIAM,
General Secretary, Magnesite Workers Union, Karuppur.
2. (Sd.) M. MUNISWAMI,
Vice President, Magnesite Workers Union, Karuppur.
3. (Sd.) T. P. NATESAN,
General Secretary, Dalmia Magnesite Corporation Employees Union, Karuppur.
4. (Sd.) A. PERIATHAMBI,
General Secretary, Salem Dist. Magnesite Labour Union, Suramangalam.
5. (Sd.) R. PALANIAPPAN,
Vice President, Salem District Magnesite Labour Union, Suramangalam.

ANNEXURE A

Memorandum of settlement arrived at under Section 12(3) of the Industrial Disputes Act, 1947 during the conciliation proceedings held by the Regional Labour Commissioner (Central), Madras on 14th June 1969 in his office in the Dispute between the contractors of Dalmia Magnesite Corporation, Salem-5 and their workmen in regard to revision of wages for the contractors' employees.

Name of Parties

Representing Employers
(Contractors)

1. SRI S. SALEMBA GOUNDER
Contractor, Dalmia Magnesite Corporation, Salem-5.
2. SRI A. KULLU GOUNDER,
Contractor, Dalmia Magnesite Corporactor, Salem-5.
(with authority to sign on behalf of other contractors).

Representing the Workmen:

1. SRI A. PERIATHAMPI,
General Secretary, Salem Dist. Magnesite Labour Union, Suramangalam.
2. SRI R. PALANIAPPAN,
Vice President, Salem Dist., Magnesite Labour Union, Suramangalam.
3. SRI T. P. NATESAN,
General Secretary, Dalmia Magnesite Corporation Employees Union, Karuppur.
4. SRI K. BALASUBRAMANIYAM,
General Secretary, Magnesite Union, Ktruppur.
5. SRI M. MUNUSWAMY,
Vice President, Magnesite Workers Union, Karupur.

SRI R. N BASU,

Regional Labour Commission
(Central), Madras.

Short Recital of the Case:

By their letters dated 27-1-1969, 1-2-1969 and 2-2-1969 to the Regional Labour Commissioner (Central), Madras, the Salem District Magnesite Labour Union, Magnesite Workers' Union and Da mia Magnesite Corporation Employees' Union raised an Industrial Dispute in respect of their demands for increase in wages of the workmen under employ of the Contractors of Dalmia Magnesite Corporation.

In the course of conciliation proceedings, a settlement has been arrived at between the parties hereto, with the advice and assistance of the Regional Labour Commissioner (Central), Madras.

It is now hereby agreed by and between the parties as follows:

Terms of Settlement:

1. With effect from 1st May, 1969, the Contractors will grant an increase of Rs. 0.50 (fifty paise only) per day in the wages of their workers subject to the qualifying length of service as recorded in para 3 below.

2. In granting the wage increases as per (1) above, marginal adjustment will be made where necessary.

3. The increase in the total wage, mentioned in para 1 above, will be granted only to those workers who, on 1st May, 1969 have worked continuously for atleast 4 months with their contractors.

4. This agreement is in settlement of all the demands in regard to wages, dearness allowance, etc. pending on the date of this agreement. It will be in force for 3 years from the date hereof. During the pendency of this settlement no demand will be made which might directly or indirectly place further financial burden on the Contractors.

5. The workmen shall maintain industrial peace, keep down absenteeism and extend their full cooperation to the employers in raising production and productivity in the mines. In the event of any differences, the same shall be resolved by recourse to constitutional methods and the machinery and procedures prescribed by law;

6. This agreement shall be applicable to all the mining contractors of Chetti Chavadi Jaghir Mines belonging to Meesrs. Dalmia Magnesite Corporation, Salem.

Signature of Parties

Representing Contractors

1. (Sd.) S. SELEMBA GOUNDER.
2. (Sd.) A. KULLU GOUNDER.

Representing the Workmen:

1. (Sd.) A. PERIATHAMPI.
2. (Sd.) R. PALANIAPPAN.
3. (Sd.) T. P. NATESAN.
4. (Sd.) K. BALASUBRAMANIYAM.
5. (Sd.) M. MUNUSWAMY.

Witnesses:

1. (Sd.) S. RAMANI.
2. (Sd.)

(Sd.) R. N. BASU,

Regional Labour Commissioner (Central), Madras

Memorandum of settlement arrived at under Section 18(1) of the Industrial Disputes Act 1947 in the dispute between the management of Dalmia Magnesite

Corporttion, Salem and (1) Magnesite Worker's Union, (2) Salem District Magnesite Labour Union and (3) Dalmia Magnesite Corporation Employees Union representing the workmen of Dalmia Magnesite Corporation.

Present

Representing the management

1. A. R. GANESAN,
Manager, Dalmia Magnesite Corporation, Salem.

Representing Workmen

1. SHRI K. BALASUBRAMANIAM, General Secretary, Magnesite Workers Union, Karappur.
2. SHRI M. MUNISWAMI, Vice President, Magnesite Workers' Union, Karuppur.
3. SHRI T. P. NATESAN, General Secretary, Dalmia Magnesite Corporation Employees Union, Karuppur.
4. SHRI A. PERIATHAMPI, General Secretary, Salem District Magnesite Labour Union, Suramangalam.
5. SHRI R. PALANIAPPAN, Vice President, Salem District Magnesite Labour Union Suramangalam.

Short Recital of the Case:

1.1. By an agreement dated 31st July, 1962, between the management of the Dalmia Magnesite Corporation and its workmen represented by Magnesite Workers Union, Salem arrived at in the presence of the Regional Labour Commissioner (Central), Madras, the parties agreed, in view of the difficulties experienced by the Management to continuance of the contract system by Dalmia Magnesite Corporation.

1.2. On the termination of the agreement mentioned in para 1.1 the workmen have once again raised the demand for abolition of the contract system. During the conciliation proceedings, the management explained that having regard to the nature of the deposits of the magnesite ore and other factors in the mining of magnesite and as well as in view of the nature of the work of packing and stacking in the factory, it was necessary to continue the contract system. No settlement could be arrived at and the dispute has been referred for adjudication to the Industrial Tribunal, Madras, in I.D. 23/69.

1.3. The Unions have also asked the contractors working in the mines at Chettichavady Jaghir for increase in the wages of the workmen employed under them.

1.4. Despite reference to the disputes to adjudication the parties continued to explore the possibilities of settling the outstanding disputes through mutual discussions and negotiations and as a result thereof a settlement has been reached.

1.5. The contractors have agreed to grant an increase in the wages of the workmen employed under them by an agreement arrived at between the unions and the contractors on 14th June 1969, a copy thereof is attached hereto and marked Annexure 'A'.

1.6. In view of the settlement between the unions and the contractors as per Annexure 'A' hereto, and as a result of the discussions between the parties a settlement has been reached in regard to the demand raised by the workmen for abolition of contract system practised in the mines and factory of Dalmia Magnesite Corporation.

it is now hereby agreed and between the parties as follows:

Terms of Settlement:

2.1. From 1-9-1969 Dalmia Magnesite Corporation will appoint 300 workmen, out of the workmen employed by the mining contractors, as its Departmental workmen.

2.2 Further 200 workmen out of the workmen employed by mining contractors, will be appointed by Dalmia Magnesite Corporation as its departmental workmen from 1st January 1970.

2.3. The management will review the question of further departmentalisation of the operations after 1st March, 1972.

2.4 The workers to be appointed by Dalmia Magnesite Corporation as per paras 2.1 and 2.2 above will be from among the workers working with the contractors in Chetty Chavady Jaghir Mines as on the date of this agreement and will be selected subject to medical fitness on the basis of seniority.

2.5. The appointments by M/s Dalmia Magnesite Corporation as per paras 2.1 and 2.2 above, will be fresh appointments and the workers so appointed shall be new workers for all purposes, as far as Dalmia Magnesite Corporation is concerned. Their wages shall be fixed accordingly

2.6 This settlement shall remain in force for a period of three years from date hereof The contract system in the mines and factory shall continue and the Unions/Workmen shall not raise in any form whatsoever the question of abolition of the contract system during the pendency of this settlement.

2.7. A copy of this settlement shall be filed before the Industrial Tribunal, Madras, in I.D. 23/69 with a request to make an award in terms thereof.

Signature of the Parties

Representing the management:
(Sd.) A. R. GANESAN

Represnting workmen
1. (Sd.) K. BALASUBRAMANIAN
2. (Sd.) M. MUNISWAMY
3. (Sd.) T. P. NATESAN
4. (Sd.) A. PERIATHAMBI
5. (Sd.) R PALANIAPPAN

Witnesses:
1. (Sd.) S. RAMANI
2. (Sd.)

Dated the 20th June 1969.

[No. 35(24)/68-LR.IV.]

S.O. 2958.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri K. Sharan, Arbitrator, in the industrial dispute between the employers in relation to the management of Alkusha Gopalpur Colliery of Messrs Khanna Commercial Corporation Private Limited, Post Office Samdi, District Burdwan and their workmen, which was received by the Central Government on the 8th July, 1969.

BEFORE SHRI K. SHARAN, REGIONAL LABOUR COMMISSIONER (C), ASANSOL

AND

ARBITRATOR

PRESENT:

Shri K. Sharan,
Regional Labour Commissioner (C),
Asansol.

PARTIES:

Employers in relation to Alkusha Gopalpur Colliery of M/s. Khanna Commercial Corporation (P) Ltd.

Vs.

Their workmen represented by the Colliery Mazdoor Sabha (A.I.T.U.C.), Asansol.

APPEARANCES :

For employers:

Shri T. P. Choudhury, Advocate, Dhanbad.

For *workmen*:

Shri Sunil Sen, Organising Secretary,
Colliery Mazdoor Sabha,
G.T. Road, Asansol.

INDUSTRY : Coal Mines STATE : West Bengal

No. E.1/1(1)/69 Asansol, the 30th June, 1969.

AWARD

The Central Government, having received on the 15th January, 1969 the arbitration agreement dated 7th January, 1969 between the employers in relation to Alkusha Gopalpur Colliery of M/s., Khanna Commercial Corporation (P) Ltd., P.O. Samdi, District: Burdwan (hereinafter referred to as the management) and their workmen represented by the Colliery Mazdoor Sabha (hereinafter referred to as the Sabha), G.T. Road, Asansol in pursuance of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (Act 14 of 1947) referring the industrial dispute between them, the specific matters in dispute being as detailed below, to my arbitration, and the Central Government being of the opinion that the industrial dispute referred to above exists between the management and their workmen, ordered publication of the said arbitration agreement in the Gazette of India, Part II, Section 3, sub-section (ii) under its order No. 6/2/69-LRII, dated 3rd February, 1969

Specific Matters in Dispute

"Whether the management of Alkusha Gopalpur Colliery of M/s. Khanna Commercial Corporation (P) Ltd., P.O. Samdi, District Burdwan was justified in stopping Shri Ram Bahadur Singh, Register Keeper from work from 1st August, 1968?

If not, to what relief is the workman concerned entitled?"

2. The Organising Secretary, Colliery Mazdoor Sabha Asansol filed its written statement dated 20th March, 1969. The written statement of the Sabha was received by me on 24th March, 1969. The management submitted its rejoinder dated 25th March, 1969 received by me on 27th March, 1969. On 28th March, 1969 at the request of the management and with the consent of the Sabha the hearing was adjourned to be held in this office on 17th April, 1969. On 17th April, 1969 Shri T. P. Choudhury, Advocate, Dhanbad was present on behalf of the management. He was duly authorised by the management. Shri Sunil Sen, Organising Secretary of the Sabha who was present on behalf of the workman had initially objected to the appearance of Shri T. P. Choudhury on behalf of the management on the ground that he was an advocate, but subsequently he withdrew his objection. The management produced 4 registers and other documents which were marked Ext. M.A. 1 to M.O. with the consent of the Sabha. Shri S. M. Bhattacharjee, Manager, Alkusha Gopalpur Colliery (M.W. 1) was examined and also partly cross-examined on behalf of the Sabha. On 26th April, 1969 the parties entered into agreement wherein they agreed that I could give my award latest by 30th June, 1969. On 26th April, 1969 Shri T. P. Choudhury, Advocate was present on behalf of the management and Shri Sunil Sen, Organising Secretary of the Sabha was present on behalf of the workman. On that date Shri S. M. Bhattacharjee, Manager, Alkusha Gopalpur Colliery (M.W. 1) was further cross-examined by Shri Sunil Sen on behalf of the Sabha. The management produced two more witnesses namely S/Shri S. N. Ghose, Office Superintendent, Balsukh Refractories Ltd. and Gour Tantubai, Mistry of Alkusha Gopalpur Colliery (M.W. 2 and M.W. 3 respectively). Both of them were examined and cross-examined. On behalf of the workman the Sabha produced one witness namely Shri Rambahadur Singh (W.W. 1) the workman directly concerned in the dispute. He was examined and cross-examined on behalf of the management. At the request of the Sabha and with the consent of the representative of the management the hearing fixed for 17th May, 1969 was adjourned to be held on 17th June, 1969. On 17th June, 1969 Shri T. P. Choudhury, Advocate was present on behalf of the management and Shri Sunil Sen, Organising Secretary of the Sabha was present on behalf of the workman. On that date Shri Ram Bahadur Singh was further cross-examined by the management. The Sabha neither produced any other witnesses nor produced any documentary evidence Finally, I heard the arguments of both the parties.

3. The case of the Sabha as made out in its written statement, in brief, is that the management has been persistently following the policy of repression and unfair labour practices and has been a chronic defaulter in respect of payment of legitimate dues to the workmen; that the workmen were not being paid proper wages and their attendances were not marked properly; that the management had not implemented the recommendations of the Wage Board; that since the establishment of its branch at Alkusha Gopalpur Colliery, the Sabha had been constantly fighting out with the management to vindicate the rights of the workmen; that since the management did not accept the activities of the Sabha with good grace it was always on the look-out to crush the union, to harass, humiliate and terrorise its prominent office bearers; that Shri Ram Bahadur Singh who was working as Register Keeper since long at the colliery was one of the active organisers of the Sabha; that on and from 1st August, 1968 he was not allowed to resume his duties without any notice or reason; that he met the Manager who told him that there was no job for him and his services were no longer required; that he went every day to the Manager for the job but he was not allowed to resume his duties; that on 5th August, 1968 he wrote a letter to the Manager of the colliery but the Manager did not care to reply to that letter; that the action of the management was not justified in stopping Shri Ram Bahadur Singh, Register Keeper from work from 1st August, 1968; that the action of the management in stopping him from work was illegal, malafide and against the principles of natural justice and amounted to unfair labour practice and victimisation and amounted to breach of standing orders and that, therefore, the management be directed "to restore Shri Ram Bahadur Singh to his job and pay full back wages for the period of his stoppage".

4. The case of the management in brief is that Shri Ram Bahadur Singh was the Store Keeper of the colliery and it might be that he occasionally did the job of Register Keeper due to exigencies of work; that the management was not aware that Shri Singh was one of the active members of the Colliery Mazdoor Sabha; that it was not a fact that the management had not allowed Shri Ram Bahadur Singh to resume his duties on and from 1st August, 1968 as alleged without any notice or reason; that he (Shri Singh) was acting as Store Keeper of the colliery and received from Shri Gour Tantubai, Mistry some boiler articles worth about Rs. 1240/- on 18th May, 1968; that on demand on 26th July, 1968 he failed to produce the same; that when he was asked to explain his failure to produce those articels he did not do so and remained absent without any intimation or permission; that he was charge sheeted on 29th July, 1968 but he failed to reply to the charge sheet; that the management thereafter caused departmental enquiry into the charges levelled against him to be held on 18th September, 1968 and he was directed to appear and defend himself; that he did not appear before the Enquiry Officer and the latter after being satisfied that reasonable opportunities were given to him to defend himself held the enquiry *ex parte* and found him guilty of the charges levelled against him; that the Director of the Company agreed with the findings of the Enquiry Officer and accordingly ordered his dismissal from his services with effect from 24th September, 1968; that the management acted bona fide and in strict conformity with the statutory rules, standing orders of natural justice and as such Shri Ram Bahadur Singh was not entitled to any relief.

5. During the course of arguments it was stressed by Shri Sunil Sen, Organising Secretary of the Sabha that the specific matters in dispute as agreed to between the parties and incorporated in item No. (i) of the arbitration agreement in question clearly indicated that the management had admitted the fact that Shri Ram Bahadur Singh was stopped from work with effect from 1st August, 1968 and that I was simply to discuss and decide as to whether the management's action in stopping him from work with effect from 1st August, 1968 was justified and if not to what relief he was entitled. What have been mentioned in item No. (i) of the arbitration agreement constitute the subject matter in dispute. There is nothing mentioned precisely to indicate that the management had admitted and accepted the position that the workman concerned was stopped from work from 1st August, 1968. I have to analyse the evidences put forward by the parties before me and their pleadings with a view to ascertaining whether Shri Ram Bahadur Singh was stopped from work by the management from 1st August, 1968 and if so, whether the action of the management was justified. It is implied that when there will be no evidence to indciate that Shri Ram Bahadur Singh was stopped from work by the management from 1st August, 1968, the question of justification or otherwise of the management's action in this regard will not arise. I, therefore, do not find any substance in the argument of Shri Sunil Sen.

6. It has been argued by him that the management wanted to reduce the strength in the colliery and that with this end in view, it stopped Shri Singh from

work with effect from 1st August, 1968. He also tried to impress upon me that he was an active organiser of the Sabha at the colliery and the Sabha had been agitating and was trying to stop the malpractice adopted by the management by way of incorrect and irregular payments etc. As Shri Singh was taking leading part in its activities he had become an eyesore of the management and therefore, became a victim of the management's wrath. Excepting the evidence of the aggrieved workman, namely, Shri Ram Bahadur Singh (W.W. 1), the Sabha has not adduced any other oral evidence or any documentary evidence to substantiate its allegation of unfair labour practice adopted by the management and victimisation of Shri Singh by the management for his trade union activities etc. I have very carefully examined the statement of Shri Singh. Even he has not stated that the management was in any way annoyed with his trade union activities or that he was victimised by the management for his trade union activities. He has simply stated that he had complained to the management several times regarding incorrect payments and the latter assured to rectify them but did not do so and that he was forcibly stopped from work by the management. In his cross-examination he has admitted that he had never submitted any written complaint protesting against the incorrect payments to the Labour Enforcement Officer (C). He has also admitted that to his knowledge, no claim application had been filed before the authority under the P.W. Act for realisation of the workers dues from the management of the colliery. No evidence has been adduced even to indicate that he was even an ordinary member of the Sabha. No evidence has been adduced to substantiate that the management had tried to reduce the strength of the workers in the colliery. There is also no evidence to support the statement of Shri Singh that "I was stopped from work at the colliery with effect from 1st August 1968". Even this statement of Shri Singh is very criptic and vague. He has not stated as to what time he went to the colliery, whom he initially contacted, what reply was given by him and whether he waited at the colliery for some time, and if so, up to what time. He has also not stated that he went to the colliery for work on subsequent days after 1st August, 1968 and he was refused work by the management. He had, however, made very vague statement namely, "When I was stopped from work I went to the Manager of the colliery for work but he was always told that he was having negotiations with the owner of the colliery". The case as made out in the written statement submitted by the Sabha is that, on and from 1st August, 1968 he was not allowed to resume his duties without any notice or reasons. He met with the Manager of the Colliery and he was told that there was no job for him and his services is no longer required. That he went every day to the Manager of the colliery for job but he was not allowed to resume his duties. As alreday indicated earlier, even Shri Singh did not substantiate the case as made out in the written statement, on the contrary his statements disclosed a different story altogether. Whereas in the written statement it has been stated that he was stopped from work by the Manager he stated before me that "when he was stopped from work, he went to the Manager". He did not even state the name of the person who had allegedly stopped him from work. Whereas in the written statement it has been stated that when he met the Manager, the latter told him that there was no job for him and his services were no longer required he stated before me that he (Manager) was having negotiations with the owner of the colliery regarding his work. No other witness has been produced on behalf of the workman even to corroborate the statement of W.W. 1. As against these, Shri S. M. Bhattacharjee, Manager, Alkusha Gopalpur Colliery (M.W. 1) who was examined on behlaf of the management stated on oath that "Shri Ram Bahadur Singh absented himself from duty on and from 27th July, 1968. He remained absent for ever thereafter. After that I issued charge sheet to Shri Ram Bahadur Singh". According to him, although Shri Singh was designated as Register Keeper, he had been working as Store Keeper in the colliery and to substantiate this he produced as many as 63 documents including bills, vouchers, requisitions and receipts relating to store materials received in the store of the colliery bearing signatures with date of Shri Singh and also endorsements made in his own hand in almost all the cases (Exts. M.A. 1 to M.A. 63), two store ledgers of the colliery maintained by him (Shri Singh) one for the period 7th January, 1965 to 22nd April, 1967 (Ext. M.B. 1) and the second for the period 12th July, 1967 to 26th July, 1968 (Ext. M.B. 3) to indicate that he had been actually working as store keeper. He stated further that in order to get the annual inspection of the boiler done by the Boiler Inspector, the boiler was dismantled on 18th May, 1968, the dismantled parts of the boiler which were valuable were deposited by the Mistry, Shri Gour Tantubai with Shri Ram Bahadur Singh for safe custody in the store. On 26th July, 1968 Shri Gour Tantubai reported to him (M.W. 1) that Shri Ram Bahadur Singh was unable to return the boiler parts which had been deposited to him earlier. When he called for Shri Singh and asked him as to why he was not supplying the boiler parts which had earlier been deposited to him, to the Mistry and that those parts were urgently required in view of the proposed inspection of the Boiler by the Boiler

Inspector on 27th July, 1968 he (Shri Singh) assured him that he would hand-over the relevant parts of the boiler within a day or two. As the boiler parts were not returned by Shri Singh he (M.W. 1) requested the employers to arrange for supply of new parts of the boiler which was done on 27th July 1968. He produced the original letter No. 882 dated 22nd July 1968 rom the Inspector of Boiler, Sitarampur addressed to the Manager of the colliery intimating therein that he would inspect the boiler on 27th July 1968 (Ext. M.C) the letter written by Shri Radheshyam Shukla (Ext. M.D.) together with which new boiler parts had been received at the colliery on 27th July 1968, bill dated 27th July 1968 from M/s., Bharmal Traders Corporation for the new boiler parts in question (Ext. M.E) and the original fitness certificate dated 27th July 1968 (Ext. M.F) granted by the Boiler Inspector. Shri Gour Tantubai, Fitter (M.W. 3) also very clearly and precisely stated before me that he handed over the relevant parts of the boiler to Shri Ram Bahadur Singh; they were shown to him as desired by him and again put into guny bag and kept inside the store as desired by him. He added further that one day before the inspection of the boiler by the Boiler Inspector, he had gone to Shri Singh to get back the relevant parts of the boiler which had earlier been deposited with him, but the latter failed to return those parts and then he reported the matter to the Manager. He also stated that he was asked to find out the relevant parts of the boiler and in his presence the boiler parts were searched for but they were not found out. He further corroborated the statement of the Manager to the effect that on the following day the new boiler parts were arranged by the management and the boiler was subsequently passed. After that date he did not see Shri Ram Bahadur Singh in the colliery. He also stood the test of cross-examination and in reply to the question by Shri Sunil Sen, he reiterated that "Shri Ram Bahadur Singh did not go to the Manager after he had failed to return the boiler part. In the circumstances, I am unable to believe the story of the Sabha that Shri Singh was stopped from work by the management from 1st August, 1968.

7. These are not all. Sufficient evidences oral as well as documentary have been adduced on behalf of the management which show that a charge sheet dated 29th July 1968 (Ext. M. G) the relevant extract of which is reproduced below:—

> "It is reported that on 18th May, 1968 while you were in duty and Incharge of Store Shri Gour Tantubai, Mistry, handed over to you the Boiler articles valued at about Rs. 1,240/-. But on 26th July 1968 when those articles were demanded from you, you failed to produce the same. When asked to explain, you failed to do so and asked for time. Thereafter you choose to stay away from duty unauthorisedly and without leave continuously.
>
> Your action constitutes misconduct of theft, fraud or dishonesty in connection with Company's property and continuous absence without permission and without satisfactory cause.
>
> Please show cause within 48 hours from the date of receipt hereof as to why disciplinary action shall not be taken against you for above misconduct".

was caused to be served by the management on Shri Ram Bahadur Singh, the workman concerned. First it was sent to him under certificate of posting. The certificate of posting dated 30th July 1968 (Ext. M.H) was granted by the temporary post office—C. 1104. On receipt of the letter dated 6th August 1968 from Shri Ram Bahadur Singh (Ext. M. I) wherein the latter had alleged that he was stopped from work from 1st August 1968 the reasons of which was not known to him and requesting for permission to allow him to work and to pay the full wages for the period of his idleness, the Manager replied to him under his letter dated 19th August 1968 (the office copy of which is Ext. M.J. 1) addressed to him (Shri Singh) denying the charges that he was stopped from work and reiterating further that Shri Gour Mistry had handed over some boiler parts to him on 26th July 1968 and he had failed to return them when asked for and that when he was asked to explain it, he asked for some time and since then he remained away from his duties unauthorisedly without leave. Together with that letter, a duplicate copy of the charge sheet dated 29th July 1968 (Ext. M.J. 5) was also sent to Shri Ram Bahadur Singh under registered post with A/D. Ext. MJ. 2 is the postal registration receipt dated 20th August 1968 granted by the temporary post office referred to above, Ext. M.J. 3 is the registered cover in which the letter dated 19th August 1968 with the duplicate copy of the charge-sheet dated 29th July 1968 were sent to Shri Ram Bahadur Singh and was returned undelivered with the remarks, "refused" made by the postman on 21st August 1968 which was opened by me in the presence of the parties on 17th April 1969, Ext. M.J. 4 is the original letter

dated 19th August 1968, Ext. M.J. 5 is the duplicate copy of the charge sheet dated 29th July 1968 which were taken out from Ext. M.J. 3 in the presence of the parties on 17th April 1969. No reply to the charge sheet was received and the Manager requested Shri Shubhendu Narayan Ghosh, Office Superintendent, Balsukh Refractories Ltd. a sister concern to hold the departmental enquiry against Shri Singh in respect of the charge sheet referred to above. The manager wrote a letter dated 9th September 1968 (the office copy of which is Ext. M.K-1) to Shri Ram Bahadur Singh informing him that he had not replied to the charge sheet dated 29th July 1968 sent to him under certificate of posting (Ext. M.K. 2) and subsequently under registered post and that he refused to take delivery of the said registered letter and that enquiry into the charges would be held on 18th September 1968 at the office of Alkusha Gopalpur Colliery by Shri Shubhendu Narayan Ghosh. It was also written to him that he should attend the said enquiry with his defence, if any, failing which the enquiry would be held *ex-parte*. This letter was sent to Shri Ram Bahadur Singh under certificate of posting on 9th September 1968. Together with that one letter to M/s. Atlas Copco (India) Pvt. Ltd and another letter to the Regional Commissioner of the Coal Mines Provident Fund, Asansol were posted under the same certificate of posting. Ext. M.K. 1 is the office copy of the letter dated 19th September 1968 and Ext. M.K. 2 is the certificate of posting granted by the temporary post office C. 1104 on 9th September 1968 in token of having posted the three letters referred to above including one sent to Shri Ram Bahadur Singh. Shri S. N. Ghose held the enquiry on 18th September 1968 *ex-parte* as Shri Ram Bahadur Singh did not attend the enquiry. The management had produced three witnesses namely Shri N. G. Majhi, Clerk, Shri Gour Tantubai, Mistry and Probodh Paul, Assistant to the Mistry. The Enquiry Officer found Shri Singh guilty of the charges levelled against him. The Manager forwarded his report to the Director of the Company on 20th September 1968 and after perusal of the papers relating to the charge sheet and the enquiry made thereon, Shri B. L. Agarwala, Director of the company ordered on 23rd September 1968 that Shri Singh be dismissed from his services with effect from 24th September 1968. Shri S. M. Bhattacharjee, Manager Alkusha Gopalpur Colliery conveyed the order of dismissal to Shri Ram Bahadur Singh under his letter dated 24th September 1968 sent to him under certificate of posting. The management has filed the original enquiry report dated 19th September 1968 (Ext. M.M. 1) original deposition of the witnesses (Exts. M.M. 2, MM 3 and MM4) recorded by the Enquiry Officer. The enquiry report contains endorsement (Ext. MM. 5) MW 1 forwarding that report to the Director of the Company, and also the orders of dismissal (Ext. M.M. 6) by the Director Shri B. L. Agarwala on 23rd September 1968. The management has also filed office copies of the order of dismissal dated 24th September 1968 (Ext. M.N. 1) and the certificate of posting Ext. M.N. 2. I have carefully examined all these exhibits and have also examined the statements of M.W. 1, M.W. 2 and M.W. 3 as well as that of the workman concerned namely Shri Ram Bahadur Singh W.W. 1. All the exhibits and the statements of M.W. 1, M.W. 2, and M.W. 3 fully corroborate one and other and support the case of the management as made out in its written statement.

8. It was urged by Shri Sunil Sen that Shri Ram Bahadur Singh was the register keeper and his job was to write the registers of whatever nature they might be. He had also tried to impress upon me that Shri Singh was neither a store keeper nor there was any documentary evidence to show that the boiler parts in question were handed over to him (Shri Singh) and as such he could not be held responsible for the loss of the boiler parts. Relevant bills, vouchers and requisitions Exts. M.A. 1 to Exts M.A. 63 and the store ledger register Ext M.B 1 and Ext. M.B. 2 duly supported by statements of the management's witnesses clearly show that Shri Ram Bahadur Singh had actually been working as store keeper. Shri Singh admitted in his cross-examination that it was a fact that the boiler parts in question had been stolen away. The question arises, as to who can be that man who was responsible for the loss of the boiler parts in question M.W. 1 has stated that on 18th May 1968 the valuable parts of the boiler were deposited by Shri Gour Tantubai for safe custody in the store. M.W. 3 has corroborated the statement of M.W. 1. In his cross-examination M.W. 3 has stated that he did not demand any receipt from Shri Singh as a token of having received the boiler parts because there was no such practice prevalent in the colliery. I am fully convinced and accept the arguments put forward by the learned counsel on behalf of the management that store room was the proper place where the boiler parts in question were likely to be kept and the store keeper was the proper person under whose custody the valuable parts of the boiler in question would normally be kept. There is neither any suggestion nor any evidence on behalf of the workman to indicate deviation from the normal position as indicated above. As already pointed out earlier, the Sabha failed to substantiate its allegations against

the management. There is nothing on the record to indicate that the management was in any way prejudiced against Shri Singh. The workman concered, W.W. 1 admitted that in the past he was never charge-sheeted by the management. In the circumstances, I do not find any ground whatsoever to differ from the contention of the management that Shri Singh was responsible for the theft of the boiler parts in question.

9. During the course of hearing, Shri Sunil Sen wanted to impress upon me that even if for argument sake it was admitted that Shri Singh was dismissed from service, the order of dismissal was void and inoperative in view of the fact that the principles of natural justice were not followed inasmuch as no charge sheet was served on him (Shri Singh) and he was not given any opportunity to defend himself and the enquiry was not impartial. As already discussed at lenght the management produced sufficient evidence to show that the charge sheet was issued and was caused to be served on the delinquent. The charge sheet was sent to him under certificate of posting and then again under registered post but the Ext M.J. 3 indicates that it was returned to the management undelivered with the postal remarks, "refused". There is no evidence to indicate that the postman had any personal grudge or animosity with the delinquent. There appears to be no reason as to why the postman would return the registered cover containing the duplicate copy of the charge sheet with the remarks "refused". Ext. M.K. 1 indicates that he was given full opportunity to defend himself. The only point is that the letter in question was sent under certificate of positing. It has been held by the Hon'ble High Court, Calcutta in an application in suit No. 796 of 1939 Smty. Hemangini Dassee *vrs.* Smty. Sarnalitika Dassee (A.I.R. 1940 Calcutta 227) that where a certificate of posting is put in evidence, the presumption is that the letter was posted and that it reached its destination unless something is shown to the contrary. In the instant case, even the registered cover was refused by the delinquent. In the circumstances, I do not know as to what useful purpose would have been served if the Manager's letter dated 9th September 1968 (Ext. M.K. 1) would have been sent to the delinquent under registered post as the intention of the delinquent is quite clear. Ext. M.L. 1 and Ext. M.L. 2 indicated that one of the letters posted on 9th September 1968 together with the letter dated 9th September 1968 addressed to Shri Singh under the same certificate of posting (Ext. M.K. 2) was received by the M/s., Atlas Copco(p) Ltd. Moreover, the management adduced sufficient evidences both oral as well as documentary before me to substantiate that Shri Singh was guilty of the charges of absenting himself from duty without permission with effect from 27th July 1968 and not returning the boiler parts which were handed over to him by Shri Gour Tantubai.

10. I, therefore, hold that the management of Alkusha Gopalpur Colliery of M/s., Khanna Commercial Corporation (P) Ltd. did not stop Shri Ram Bahadur Singh from work from 1st August 1968, on the contrary he absented himself from duty of his own accord from 27th July 1968 and that he was dismissed by the management with effect from 24th September 1968 for proved mis-conduct and as such he is not entitled to any relief.

11. The Arbitration Award is made accordingly and submitted to the Central Government under Section 10A of the I.D. Act, 1947.

Sd./- K. SHARAN,

Regional Labour Commissioner(C),

Dated, 30th June, 1969.

Asansol

And

Arbitrator

[No. 6/2/69-LRII.]

New Delhi, the 21st July 1969

S.O. 2959.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the management of Bhuggatdih Rise Area Colliery, Post Office Jharia (Dhanbad) and their workmen, which was received by the Central Government on the 9th July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD.

REFERENCE NO. 14 OF 1969

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the Bhuggatdih Rise area colliery,

Vs.

Their workmen.

APPEARANCES:

For employers.—Sri S. K. Bhattacharjee, Agent.

For workmen.—Shri Rajballabh Prasad, Secretary, Khan Mazdoor Congress.

INDUSTRY: Coal STATE: Bihar

Dhanbad, dated the 30th June, 1969.

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Bhuggatdih Rise Area Colliery, post office Jharia (Dhanbad) and their workmen, by its order No. 2/226/68-LRII, dated the 12th of February, 1969 referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudications the dispute in respect of the matters specified in the Sechedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the management of Bhuggatdih Rise Area Colliery, Post Office Jharia (Dhanbad), was justified in dismissing Sarvashri Nirhoo Rabidas and Chandradev Mahato, Miners with effect from the 14th May, 1968 and Shri Dinanath shau, Miner with effect from the 27th May, 1968. If not, to what relief are these workmen entitled?"

2. Both the employers and the union filed their written statement. It is unnecessary to state the respective cases of the parties because the dispute has been settled amicably. The parties have negotiated the dispute and have filed a petition of compromise at annexure 'A'. According to the terms of compromise the concerned workmen S/Shri Nirhoo Rabidas, Chandradeb Mehato and Dinanath Shau will be reinstated in their original post as Miner/Loader with continuity of service and that they are required to join their respective posts not later than 25th July, 1969. The period of services from the date of their dismissal till they join the services shall be treated as leave without wages for the purpose of continuity of services only and that each of the above three workmen mentioned in the terms of reference will be paid Rs. 600.00 (Six hundred) only as an *ex-gratia* payment in full and final settlement of all their claims and that the above terms finally resolve all disputes pending before the Tribunal concerning the above reference.

3. The terms are fair and reasonable and are accepted. Accordingly an award is made in terms of the join petition of compromise, a copy of which is annexed with the award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947

(Sd.) SACHIDANAND SINHA Presiding Officer.

ANNEXURE A

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3, DHANBAD

REFERENCE No. 14 OF 1969

Employers in relation to Bhuggatdih Rise Area Colliery

AND

Their Workmen.

That without prejudice to the respective contentions of the parties. the disputes concerning the above reference have been amicably settled between the parties on the following terms:—

(1) That Sarvasri Nirhoo Rabidas, Chandradeb Mahato and Dinanath Shau, the workmen concerned in the present reference will be reinstated in their original post as Miner/Loader with continuity of service.

(2) That the above workmen will join in their posts not later than 25th July, 1969.

(3) That in case any of the above workmen does not join latest by 25th July, 1969, he will have no claim on appointment and his services will stand terminated without any compensation or dispute whatsoever.

(4) That the period of services from the date of their dismissal till they join the services as mentioned above will be treated as leave without wages for the purpose of continuity of services only.

(5) That each of the above three workmen mentioned in the terms of reference will be paid Rs .600/- only as an *ex-gratia* payment in full and final settlement of all their claims and demand from the dates of their respective dismissal to the day of their joining service as mentioned above.

(6) That the above terms finally resolve all disputes pending before the Hon'ble Tribunal concerning the above reference.

It is, therefore, humbly prayed that this settlemnt may kindly be recorded and an award passed in terms thereof.

For the workmen:
1. (RAJBALLABH PRASAD),
Secretary,
Khan Bazdoor Congress.

For the employers:
1. (S. K. BHATTACHARJI),
Agent.

2. (R. N. GANGULY),
Administrative Officer.

Dated: 27th June, 1969.

Witnesses:—
1. Illegible.
2. Illegible.

[No. 2/226/68-LR.II.]

S.O. 2960.—In pursuance of section 17 of the Inlustrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3 Dhanbad, in the industrial dispute between the employers in relation to the management of Bhagatdih (Rise Area) Colliery of Messrs Bengal Nagpur Coal Company Limited, Post Office Dhansar, District Dhanbad and their workmen, which was received by the Central Government on the 9th July, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD

REFERENCE No. 10 OF 1969

PRESENT:

Sachidanand Sinha, M.A.M.L.—*Presiding Officer.*

PARTIES.

Employers in relation to the Bhuggatdih Rise Area colliery,

Vs.

Their workmen.

APPEARANCES:

For employers.—Shri S. K. Bhattacharji, Agent.

For workmen.—Shri Rajballabh Prasad, Secretary Khan Mazdoor Congress.

INDUSTRY: Coal. STATE: Bihar.

Dhanbad, dated the 30th June, 1969.

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Bhagatdih (Rise Area) colliery Post Office-Dhansar, District Dhanbad and their workmen by its order No. 2/245/68-LRII, dated the 29th January, 1969 referred to this Tribunal under section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute

in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

"Whether the management of Bhagatdih (Rise Area) Colliery of Messrs Bengal Nagpur Coal Company Limited, Post Office Dhansar, District Dhanbad, was justified in dismissing Shri Bandhu Rajbhar underground Trammer, with effect from the 25th June, 1968? If not, to what relief is the workman entitled?

2. Both the management and the Union have filed their written statement. But it is unnecessary to state the respective cases of the parties because the dispute has now been settled amicably. The parties negotiated the dispute and have filed a compromise petition at annexure 'A'. According to the terms of compromise the concerned workman Sri Bandhu Rajbhar will be reinstated as Trammer with continuity of service and that he will join his post not later than 25th July, 1969. The period of service from the date of his dismissal till he joins the service will be treated as leave without wages for the purpose of continuity of service only and that the concerned workman will be paid Rs. 600/- as an *ex-gratia* payment in full and final settlement of all his claims and demands from the date of his dismissal till the day of his joining service and that the above terms finally resolve all disputes pending before the Tribunal concerning the above reference.

3. The terms of compromise are satisfactory and reasonable and are accepted. Accordingly an award is made in terms of the joint petition of compromise, a copy of which is annexed with the award. The award may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer.

ANNEXURE A

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 3, DHANBAD.

REFERENCE No 10 OF 1969.

Employers in relation to Bhuggatdih Rise Area Colliery.

AND

Their workmen.

That without prejudice to the respective contentions of the parties, the dispute concerning the above rereference has been amicably settled between the parties on the following term:—

(1) That Sri Bandhu Rajbhar, the workman concerned in the present reference will be reinstated as Trammer with continuity of service.

(2) That the above workman will join in his post not later than 25th July, 1969.

(3) That in case the above workman does not join latest by 25th July, 1969, he will have no claim on appointment and his services will stand terminated without any compensation or dispute whatsover.

(4) That the period of service from the date of his dismissal till he joins the services as mentioned above will be treated as leave without wages for the purpose of continuity of services only.

(5) That the workman mentioned in the terms of reference will be paid Rs. 600/- only as an *ex-gratia* payment in full and final settlement of all his claims and demands from the date of his dismissal till the day of his joining service as mentioned above.

(6) That the above terms finally resolve all disputes pending before the Hon'ble Tribunal concerning the above reference.

It is, therefore, humbly prayed that this settlement may kindly be recorded and an award passed in terms thereof.

For the workman:

1. (RAJBALLABH PRASAD),
Secretary,
Khan Bazdoor Congress.

For the employers:

1. (S K. BHATTACHARJI),
Agent.

2 (R. N. GANGULY),
Administrative Officer.

Dated: 27-6-'69

Witnesses:—

1. Illegible.
2. Illegible

[No. 2/245/68-LR.II.]

ORDERS

New Delhi, the 16th July 1969

S.O. 2961.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhowra Colliery, Post Office Bhowra (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the existing scales of pay given to the workmen engaged in excavation work in 4-B Quarry of the management of Bhowra Colliery of Messrs Karamchand Thapar and Brothers Private Limited, Post Office Bhowra (Dhanbad) require revision? If so, to what relief are they entitled?

[No. 2/21/69-LRII.]

S.O. 2962.—Whereas an industrial dispute exists between the employers in relation to the Damoda Colliery of Messrs Damoda Coal Company Limited, Post Office Raniganj, District Burdwan and their workmen represented by Colliery Mazdoor Sabha, Post Office Raniganj, District Burdwan;

And Whereas the said employers and the workmen have by a written agreement in pursuance of the provisions of sub section (1) of section 10A of the Industrial Disputes Act 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 2nd July, 1969.

FORM 'C'

(*See* Rule 7)

Agreement

NAME OF THE PARTIES:

Representing Employers:—(1) Shri L. N. Mondal, Representative (authorised) Damoda Colliery of M/s. Damodar Coal Co. (P) Ltd., P.O. Raniganj, Dist. Burdwan.

Representing Workmen:—(2) Shri Robin Chatterjee, Vice President Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri H. G. Bhave, Asstt. Labour Commissioner (C) 12, Chowringhee Square, Calcutta-1.

(i) *Specific matter in dispute*:—"Whether the management of Damoda Colliery, P.O. Raniganj Dist. Burdwan was justified in suspending Shri Nanak Mahato Loader (underground) from 28th August, 1968 to 9th September 1968 without wages and if not to what relief he is entitled?"

(ii) Details of the parties to the dispute indicating the name and addresses of the establishment or undertaking Employers in relation to Damoda Colliery, P.O. Raniganj Dist. Burdwan of M/s. Damodar Coal Co. (P) Ltd., P.O. Raniganj Dist. Burdwan.

The workman represented through the Colliery Mazdoor Sabha (AITUC) P.O. Raniganj, Dist. Burdwan.

(iii) Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan.

(iv) Total number of workmen engaged in the undertaking effected...1 (one)

(v) Estimated number of workmen affected or likely to be affected by the dispute.... 1(one).

The decision of the arbitrator shall be binding on us.

The arbitrator shall make his award with the period of 60 (sixty) days or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period mentioned above, the reference to arbitration shall automatically be cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

(Sd.) L. N. MANDOL,

Authorised representative
Damoda Colliery, P.O Raniganj,
Dist. Burdwan.

(Sd.) ROBIN CHATTERJEE,

Vice President, Colliery Mazdoor Sabha
P.O. Raniganj, Dist-Burdwan.

Witnesses (1) Illegible

(2) Illegible.

(Sd.) S. KRISHAN,
Asstt. Labour Commissioner (Central)
Raniganj.

[No. 6/37/69-LRII.]

S.O. 2963.—Whereas an industrial dispute exists between the employers in relation to the management of Burhar and Amlai Collieries (Rewa Coalfields Limited) Post Office Dhanpuri, District Shahdol (Madhya Pradesh), and their workmen represented by the Burhar Colliery Mazdoor Sabha, Post Office Dhanpuri, District Shahdol (Madhya Pradesh);

And Whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 1st July, 1969.

FORM 'C'

(*See* Rule 7)

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947).

Between

Names of the parties.—M/s. Rewa Coalfields Ltd. (Burhar & Amlai Collieries, P.O. Dhanpuri Dist. Shahdol (MP).

AND

Their workmen represented by Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (MP).

Representing Employers.—Shri J. C. Malhotra, Agent, Rewa Coalfields Ltd.

Representing Workmen.—Shri Jagdish Singh, Secy. Burhar Colliery Mazdoor Sabha.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri V. P. Pratap, Asstt. abour Commissioner (C), Jabalpur under section 10-A of the Industrial Disputes Act, 1947.

Specific Matter in Dispute

(i) Whether the action of the management of Rewa Coalfields Ltd. (Burhar and Amlai Collieries), P.O. Dhanpuri Distt. Shahdol (MP), in dismissing Smt. Phaguni and Jhingia, Wagon Loaders with effect from 20th December, 1967 is justified; if not to what relief are they entitled?

(ii) Details of the parties to the dispute including the name and *address of the establishment or undertaking involved.*

M/s. Rewa Coalfields Limited, P.O. Dhanpuri, Dist. Shahdol (MP).

AND

Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (MP).

(iii) Name of the workman in case he himself is involved in the dispute or the *name of the Union, if any, representing the workman or workmen in question.*

Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (MP).

(iv) Total number of workmen employed in the undertaking—4,200 (approx.)

(v) Estimated No. of workmen affected or likely to be affected by the dispute—Two.

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties.

Representing Employer:

(Sd.) J. C. MALHOTRA,
Agent,
Rewa Coalfields Ltd.

Representing Workmen.

(Sd.) JAGDISH SINGH,
Secretary.
Burhar Colliery Mazdoor Sabha.

Witnesses:—

(1) Illegible.

(2) Illegible.

Place: Dhanpuri.

Date: 24th May, 1969.

[No. 8/37/69-LRII.]

S.O. 2964.—Whereas an industrial dispute exists between the employers in relation to the management of Burhar and Amlai Collieries (Rewa Coalfields Limited), Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen represented by the Burhar Colliery Mazdoor Sabha, Post Office Dhanpuri, District Shahdol, (Madhya Pradesh);

And whereas the said employers and the workmen have, by a written agreement, in pursuance of the provisions of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to the arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 1st July, 1969

FORM 'C'

(*See* Rule 7)

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947).

BETWEEN

Names of the parties.—M/s. Rewa Coalfields Ltd, (Burhar & Amlai Collieries), P.O. Dhanpuri, Dist. Shahdol (M.P.)

AND

Their workmen represented by Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (M.P.).

Representing Employers.—Shri J. C. Malhotra, Agent, Rewa Coalfields Ltd.

Representing Workmen.—Shri Jagdish Singh, Secy., Burhar Colliery Mazdoor Sabha, Dhanpuri.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri V. P. Pratap, Assistant Labour Commissioner (C), Jabalpur under section 10-A of the Industrial Disputes Act, 1947.

(i) *Specific matter in dispute.*—Whether the dismissal of Smt. Dasmat Bai, Creche A-yah by the management of Rewa Coalfields Ltd., (Burhar & Amlai Collieries), P.O. Dhanpuri, Dist. Shahdol (MP) with effect from 27th December 1967 is justified? If not, to what relief is she entitled?

(ii) Details of the parties to the dispute including the name and address of *establishment or undertaking involved.*
M/s. Rewa Coalfields Limited, P.O. Dhanpuri, Dist. Shahdol (MP).
And
Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (MP).

(iii) Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the *workman or workmen in question.*
Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (MP).

(iv) *Total number of workmen employed in the undertaking*—4,200 (approximately).

(v) *Estimated number of workmen affected or likely to be affected by the dispute.*—One

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties

Representing Employer
Sd./- J. C. MALHOTRA,
Agent
Rewa Coalfields Limited
P.O. Dhanpuri,

Representing Workmen
Sd./- JAGDISH SINGH,
Secretary.
Burhar Colliery Mazdoor Sabha
P.O. Dhanpuri,

Witnesses: (1) Illegible
(2) Illegible

Place: Dhanpuri.
Date: 24th May, 1969.

[No. 8/36/69-LRII.]

S.O. 2965.—Whereas an industrial dispute exists between the employers in relation to the management of Burhar and Amlai Collieries (Rewa Coalfields Limited), Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen represented by the Burhar Colliery Mazdoor Sabha, Post Office Dhanpuri, District Shahdol, (Madhya Pradesh);

And whereas the said employers and their workmen have, by a written agreement, in pursuance of the provisions of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to the arbitration of the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 1st July, 1969.

FORM 'C'

(*See* Rule 7)

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947).

BETWEEN

Names of the parties.—M/s. Rewa Coalfields Ltd., (Burhar & Amlai Collieries), P.O. Dhanpuri, Dist. Shahdol (M.P.)

AND

Their workmen represented by Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (M.P.).

Representing Employers.—Shri J. C. Malhotra, Agent, Rewa Coalfields Ltd.

Representing Workmen.—Shri Jagdish Singh, Secy., Burhar Colliery Mazdoor Sabha, Dhanpuri.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri V. P. Pratap, Assistant Labour Commissioner (C), Jabalpur under section 10-A of the Industrial Disputes Act, 1947.

(i) *Specific matter in dispute.*—Whether Shri Chhutuwa S/o Ghissu, Trammer was stopped from work by the Manager of Burhar Colliery & Amlai Colliery of M/s Rewa Coalfields Ltd., P.O. Dhanpuri, Dist. Shahdol (MP) with effect from 4th September 1967? If so, was his action justified, and if not, to what relief is he entitled?

(ii) Details of the parties to the dispute including the name and address of *the establishment or undertaking involved.*
M/s. Rewa Coalfields Limited, P.O. Dhanpuri, Dist. Shahdol (MP).

And

Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shahdol (MP).

(iii) Name of the workman in case he himself is involved in the dispute or the name of *the Union, if any, representing the workman or workmen in question.*

Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Dist. Shadol (M.P

(iv) *Total number of workmen employed in the undertaking*: 4,200 (approx.)

(v) *Estimated No. of workmen affected or likely to be affected by the dispute.*—One

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties

Representing Employer.
(Sd.) J. C. MALHOTRA,
Agent
Rewa Coalfields Limited
P.O. Dhanpuri,
Dist. Shahdol, M.P.

Representing Workmen.
(Sd.) JAGDISH SINGH,
Secretary.
Burhar Colliery Mazdoor Sabha
P.O. Dhanpuri,
Dist. Shahdol, M.P.

Witnesses: (1) Illegible
(2) Illegible

Place: Dhanpuri.

Date: 24th May, 1969.

[No. 8/38/69-LRII.]

New Delhi, the 17th July 1969

S.O. 2966.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Dhansar Colliery of Messrs Dhansar Coal Company Limited, Post Office Dhansar, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the demand of the Khan Mazdoor Congress, Dhanbad for payment of full wages for the period from the 30th August, 1968 to the 11th January, 1969 to Shri S. N. Kar, Shot-firer, Dhansar Colliery belonging to Dhansar Coal Company Limited, Post Office Dhansar District Dhanbad is justified and if so, to what relief is the workman entitled?

[No. 2/94/69-LRII.]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 15th July 1969

S.O. 2967.—In exercise of the powers conferred by section 8 of the Minimum Wages Act, 1948 (11 of 1948), read with rule 3 of the Minimum Wages (Central Advisory Board) Rules, 1949, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4523, dated the 2nd December, 1967, namely:—

In the said notification,—

(1) under the heading 'Representatives of Employees',—

(i) for entry '14', the following shall be substituted, namely:—

"14. Shri S. W. Dhabe, President, INTUC, Maharashtra Branch, Circle No. 9, Ayachit Road, Nagpur-2.—*Member*";

(ii) for entry '20', the following shall be substituted, namely:—

"20. Shri Rasik Shah, General Secretary, Transport and General Workers Union, Saraswati Sadan, Ram Maruti Road, Thana.—*Member*";

(2) under the heading 'Representatives of Employers', for entry '32', the following shall be substituted, namely:—

"32. Shri P. L. Bhandari, Secretary, Sirpur Paper Mills Limited, Kaghaznagar, Hyderabad (Andhra Pradesh)—*Member*".

[No. 6(6)/69-LWI(I).]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 15th July 1969

S.O. 2968.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 4034, dated the 4th November, 1968, the Central Government, having regard to the location of the Kerala University Press, Trivandrum in an implemented area, hereby exempts the said press from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year upto and inclusive of the 8th July, 1970.

[No. F. 6/48/69-HI.]

S.O. 2969.—In exercise of the powers conferred by section 88 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the monthly rated employees of the Fertilizer Corporation of India Limited, Trombay Division, Bombay, from the operation of the said Act except Chapter V-A thereof, for a period of one year from the date of publication of this notification in the Official Gazette.

2. The above exemption is subject to the following conditions, namely:—

(i) the aforesaid factory shall maintain a register showing the names and designations of the exempted employees; and

(ii) that notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have qualified on the basis of contributions paid before the date of exemption.

[No. F. 6/33/69-HI.]

New Delhi, the 16th July 1969

S.O. 2970.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2293, dated the 21st June, 1968, the Central Government, having regard to the location of the Cottage Industries and Textile Training Institute, Nagpur, in an implemented area, hereby exempts the said factory from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year upto and inclusive of the 1st June, 1970.

[No. F. 6/44/69-HI.]

S.O. 297v.—In exercise of the powers conferred by section 73 of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 4631, dated the 19th December, 1968, the Central Government, having regard to the location of the Central Engineering Workshop, Bangalore, belonging to the Bangalore Municipal Corporation in an implemented area, hereby exempts the said workshop from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year upto and inclusive of the 3rd July 1970.

[No. F. 6/45/69-HI.]

S.O. 1972.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2296, dated the twenty-second June, 1968, the Central Government, having regard to the location of the Central

Jail Factory, Vellore, in an implemented area, hereby exempts the said factory from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 23rd June, 1970.

[No. F. 6/46/69-HI.]

S.O. 2973—In exercise of the powers conferred by section 73F of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories mentioned in the schedule below, in sparse areas in the State of Uttar Pradesh, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of the provisions of Chapter V of that Act in these

SCHEDULE

S. No.	Name of District	Name of area	Name of the factory
1	Azamgarh	Azamgarh	Doharighat Pumped Canal
2	Bulandsher	Chipyana	Chhabra Rolling & General Mills P. O. Chipyana. Bulandsher Road. Ghaziabad.
	Allahabad	Mau Aima	Mau Aima Sizing Works, P.O. Mau Aima. Allahabad.
	Meerut	Barnawa Road Near City Station	Metre , Barnawa Road, Near City Station Meerut.
		Delhi Road. Meerut	M/s. International Rubber Works,
		Ramlila Ground, Meerut	M/s. Engineering Corporation of India.
		Sardhana Road near Meerut Cant. Railway Station	M/s. Saru Smelting Refining Corporation.

[No. F. 6/10/68-HI.]

New Delhi, the 15th July 1969

S.O. 2974.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act 1948 (34 of 1948) the Central Government having regard to the location of the factories specified in column (4) of the Schedule below in sparse areas in the State of West Bengal and specified in the corresponding entries in column (3) of the said Schedule, hereby exempts the said factories from the payment of employers special contribution leviable under, Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of the provisions of Chapter V of that Act in those areas which-ever is earlier.

SCHEDULE

Sl. No.	Name of District	Name of Area	Name of the Factory
1	2	3	4
1	Birbhum	Pancharhat	M/s. Mayurakhi Cotton Mills Ltd.
2	Burdwan	Kalna (Shalipur)	(*i*) M/s. Samudragarh Powerloom Society Ltd.
		Ondal	(*ii*) M/s. Bhowmick Textile Mills. M/s. Engineer Enterprises.
3	Darjeeling	Darjeeling (proper)	M/s. L. H. Dupuis (Automobile Engineers).
4	Jalpaiguri	Alipurduar	M/s. United Engg. Works.
		Ektiasal	(*i*) M/s. Associated Engg. Co. (*ii*) M/s. Eastern Motors (P) Ltd. (*iii*) M/s. Northern Flour Mills. (*iv*) M/s. Siliguri Flour Mills (P) Ltd.
		Manabari	(*i*) M/s. Oodlabari Engg. Works. (*ii*) M/s. Mina Saw Mills.
		Nagrakata	M/s. Premier Timber & Plywood Products.
		Siliguri	M/s. Mahandnda Industries (P) Ltd.

1	2	3	4
5	Midnapur	Kharagpur	M/s. Sree Hanuman Steel Industries.
6	Purulia	Jhalda	(i) M/s. Samar Singh Jayeswal (Pvt.) Ltd. (ii) M/s. Achhruram Kalkh of & Co. Shellac (P) Ltd.
		Rangadih	(i) M/s. Hiralal Lal Chand. (ii) M/s. Motilal Basak. (iii) M/s. Mahabir Shellac Factory.

[No. F. 6/38/68-HI.]

S. O. 2975—In exercise of the powers conferred by sect on 73F of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factories mentioned in theSch dule below, in non-implmented areas in the State of Punjab and in the Union Territory of Himachal Pradesh hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notificaton, or until the enforcement of the provisions of Chapter V of that Act in those areas, whichever is earlier.

SCHEDULE

Serial No.	Name of the factory	Where situated
1	2	3
1	Pipe Shops Beas Dam Site, Talwara	Punjab State
2	Down Stream Aggregate Plant Dam Site, Talwara	Do.
3	Machine Shop, Sansarpur Terrace	Do.
4	Carrier Repair Shop, Sansarpur Terrace, Beas Dam, Talwara	Do.
5	Auto Shop, Sansarpur Terrace	Do.
6	Electric Repair Shop, Sansarpur Terrace *Via* Talwara Township	Do.
7	Up Stream Batching Plant, Khanpur, Talwara	Do.
8	Up Stream Aggregate Plant, Khanpur, Talwara	Do.
9	Structural Shop, Talwara	Do.
10	Machine Foundry and Sanitary Shop and Carpentary Shop Talwara	Do.
11	Welding Shop, P. O. Sansarpur Terrace, *Via* Talwara, District Kangra.	Union territory of Himachal Pradesh
12	Tractor and Shoval Repair Shop, P. O. Sansarpur, *Via* Talwara, District Kangra	Do.
13	Reinforcement Fabrication Shop Sansarpur Terrace (Kangra) H.P.	Do.

[No. F. 6(55)/68-HI.]

New Delhi, the 21st July 1969

S.O. 2976—Whereas the State Government of Mysore has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri M. K. Venkateshan, Secretary to the Government of Mysore, Food, Civil Supplies and Labour Department, to represent that State on the Employees' State Insurance Corporation in place of Shri R. Anandakrishna;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of

Labour, Employment and Rehabilitation (Department of Labour and Employment) S.O. 2551 dated the 9th August, 1966, namely:

In the said notification, under the heading "[Nominated by the State Governments under clause (d) of section 4]", for the entry against item 16, the following entry shall be substituted, namely:—

"Shri M. K. Venkateshan, Secretary to the Government of Mysore, Food, Civil Supplies and Labour Department, Bangalore."

[No. F. 3(2)/69-HI.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

ORDERS

New Delhi, the 15th July 1969

S.O. 2977.—Whereas the employers in relation to the Vulcan Insurance Company Limited, Bombay and their workmen represented by the Vulcan Insurance Company Limited Staff Union, Bombay, have jointly applied to the Central Government for reference of an Industrial dispute that exists between them to an Industrial Tribunal in respect of the demands of the workmen set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said Vulcan Insurance Company Limited Staff Union, Bombay represents the majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal No. 2, Bombay, constituted under section 7A of the said Act.

SCHEDULE

The following Demands made by the employees of Messrs. Vulcan Insurance Company Limited, Bombay, are submitted for adjudication on behalf of their Delhi, Madras and Poona Offices:

DEMAND NO.1	PAY SCALES
Categories	
Class I	All the employees other than the General Manager and/or Underwriter and other than those described in Class II, III and IV described hereunder shall be categorised under this Class and they shall be paid the following scale of pay, designating them as *CHIEF ASSISTANTS* Rs. 435-35-540-50-690-65-950.
Class II	*SENIOR ASSISTANTS, INCLUDING STENOGRAPHERS & CASHIERS* Rs. 325-15-415-25-540-35-750.
Class III (A)	*ASSISTANTS, INCLUDING TYPISTS & AIR CONDITION PLANT OPERATORS* Rs. 225-12-285-18-375-25-500-30-650.
Class III (B)	*RECORD CLERKS* Rs. 200-8-240-10-320-12-380.
Class IV (A)	*SEPOYS, LIFTMEN AND WATCHMEN* Rs. 150-5-175-7-210-8-250.
Class IV (B)	*SWEEPERS—HAMALS* Rs. 125-4-145-5-170-6-230.
DEMAND NO. 2	ADJUSTMENT AND FITTING INTO THE ABOVE GRADE PLUS RELIEF INCREMENTS The existing employees shall be fitted into the above scales of pay by making first an *ad hoc* addition of following amounts to the basic salary of each of the employees that he may be currently drawing on

1st January 1967, and after the *ad hoc* addition if the employee's basic pay thus improved is not a stage in the above scale of pay of his category he shall be fitted to the next higher slab of the scale. After so being fitted into the scale, of pay he shall be paid his annual increment of the year 1967, as per the above scales of pay. The *ad hoc* addition as under includes some transfer from existing D.A. of each employee.

Ad hoc *Addition to be made as referred to above to the basic salaries of the employees as on 1st January 1967*

Class I Employees	..	Rs. 125.00
Class II Employees	..	Rs. 125.00
Class III (A) Employees	..	Rs. 125.00
Class III (B) Employees	..	Rs. 120.00
Class IV (A) Employees	..	Rs. 100.00
Class IV (B) Employees	..	Rs. 85.00

Extra Relief Increments

After being fitted as above into the new scales of pay, each employee shall be paid one *increment* called "Relief Increment" for each period of 5 (Five) years of his completed service, maximum such increments payable will be three increments incomputing period of service to qualify for these relief increments, past of a year's service over six months will be taken as a complete year.

DEMAND NO. 3

DEARNESS ALLOWANCE

Class IV (A) & (B) Employees

Flat Dearness Allowance of Rs. 65/- plus additional D.A. based upon the cost of living index published in the Indian Labour Journal under the heading "All India Working Class Consumers Price Index" the base year 1949—100 with index figure at 152 for each one point rise over 152, a corresponding percentage of rise of the basic salary of the employee shall be paid as additional D.A.

For all other employees

Flat Dearness Allowance of Rs. 75/- plus Additional D.A. as above given to Class IV (A) and (B) employees.

DEMAND NO. 4

OTHER ALLOWANCES

(1) *House Rent Allowance.*—House Rent Allowance shall be paid to all employees at the rate of 15% of the employees' basic pay, subject to a minimum Rs. 30/- per month and a maximum of Rs. 65/- per month.

(2) *Educational Allowance.*—For dependants Rs. 50/- per year in case of School Education and Rs. 100/- in case of College or Technical Institute education.

(3) *Absentee Allowance.*—Employees who work for and or attend to the duties of an absentee in the same category shall be paid 50% of the absentee's salary and allowance for the days of his absence. The allotment and distribution of the absentee's work to be confined to the particular department or section involved and to be given to each such employee by rotation.

(4) *Officiating Allowance.*—Employees who officiated in a higher post shall be paid officiating allowance in case of (a) posts carrying special pay or allowance, at the rate of equal to the minimum of such special pay and allowances attached to the respective post.

(5) *Overtime Allowance.*—Overtime Allowance shall be paid at the rate of double the salary calculated on hourly basis, excluding Sundays and Holidays.

(6) *Transfer Allowance.*—Sixty per cent of the total salary including attached allowances shall be paid to the employees for the first 12 months and 50% (fifty per cent) of the total salary and attached allowances thereafter, in addition to his annual Salary and annual increments as per Head Office Scales. To and from all travelling expenses and other incidental expenses for him and his family to be paid in advance. Travel expenses for Assistants and Lower Grade will be calculated at 2nd Class and First Class rates for Senior Assistants and Chief Senior Assistants.

Halting Allowance.—This allowance shall be paid at the following rates for the employees and his family members.

Lower Grade	Rs. 10/- per head per day
Assistants	Rs. 15/- per head per day
Senior Assts.	Rs. 20/- per head per day
Chief Sr. Assts.	Rs. 25/- per head per day

Employees to be transferred shall be given one month's advance intimation and 7 days preparation leave with full pay, which leave shall not be debited to his leave account.

(7) *Washing Allowance.*—Employees or lower grade provided with office Uniform shall be paid Washing Allowance of Rs. 10/- per head per month.

(8) *Tiffin Allowance.*—Tiffin allowance shall be paid to each employee at the rate of Seventy-five paise per day.

BONUS

DEMAND NO. 5

All employees shall be paid four months total emoluments as Bonus per year, as on 31st December of each year.

DEMAND NO. 6

LEAVE RULES

(1) *Privilege Leave.*—Every employee shall be entitled to privilege leave of one day or every 11 days of service with a right to accumulate the same upto 180 days.

(2) *Casual Leave.*—Every employee shall be entitled to Casual Leave of 15 days in a calendar year. An employee may avail of casual leave of *six* days at a time excluding Sundays and Holidays. Casual Leave can be prefixed or suffixed to Sundays and/or Holidays.

(3) *Sick Leave.*—An employee shall be entitled to sick leave with full pay at the rate of one month for each year of service which he/she can accumulate upto 12 months.

(4) *Special Leave.*—Office bearers of the Trade Union shall be granted full pay leave upto 1-4 days in a year for Trade Union Activities.

NOTE:—

Employees absent due to injuries while on duty shall be treated as on duty.

Advance leave shall be granted in emergency and special cases subject to adjustment in subsequent years.

Increments of an employee nor bonus shall be affected on account of leave on loss of pay.

Encashment of leave shall be granted tc all employees who apply for it, for period not exceeding two months accumulation and provided one month of accumulation is enjoyed by the employee in that year.

In case of death of any employee his accumulation of leave to the credit (Privilege Leave) shall be encashed and the amount paid to his legal heir.

DEMAND NO. 7 — COMPREHENSIVE MEDICAL AID SCHEME

To include free Medical aid, including hospitalisation and domiciliary benefits to employees and their dependant family members shall be forthwith introduced limiting the relative cash amount aid to Rs. 175/- per year per employee, with the benefit of accumulation of the benefit upto Rs. 350/-, the maximum.

DEMAND NO. 8 — AMENITIES

Space shall be provided in the Company's Buildings for the accommodation of the Office and storage of (1) The Employees' Co-operative Credit Society, (2) The Employees' Consumers Co-operative Stores and Canteen, (3) Sports and Recreation Club and (4) Libraries.

DEMAND NO. 9 — PROVIDENT FUND

(1) Every employee shall contribute to the Provident Fund at the rate of 10% of his total emoluments with an equal contribution from the Company, every month.

(2) The rate of interest on the Provident Fund accumulation shall not be less than 6% per annum.

(3) Employees shall be entitled to full contribution from the Company after 5 years of continuous service.

(4) Employees shall be granted loans to the extent of their *six* months' salary (total emoluments) after 6 years of service, till then 2½ months' salary.

DEMAND NO. 10 — GRATUITY

Gratuity shall be paid to employees at the rate of one month's total emoluments for each year of completed service. Service of six months and over shall be counted as full year for the purpose of gratuity period and amount calculation.

Gratuity shall be paid at this rate to employees who leave Company's services after 5 years' of service.

Gratuity shall be paid in full at the above rate in case an employee dies, or is prematurely; disabled or voluntarily resigned from Company's services.

If an employee's service is terminated by the Company, he shall be paid by the Company gratuity at the rate of as above in addition to retrenchment compensation as provided in law in force.

DEMAND NO. 11 — RETIREMENT AGE

Retirement age of an employee shall be 60 years which shall be uniformaly applied to all Officers and the rest.

DEMAND NO. 12 — RETIREMENT BENEFITS

Pension scheme in lieu of gratuity as is applied to the Officers of the Company shall be forthwith made applicable to those employees from Classes I, II, III and IV who prefer to accept it in lieu of gratuity. Pension

payable shall be for the fixed period of 10 years complete. If a pensioner dies before receiving pension for 10 years period, for the balance period his nonminee shall draw the same till completion of 10 years.

DEMAND NO. 13 SECTIONAL HOLIDAYS/SPECIAL HOLIDAYS

Following Holidays shall be granted as full day and half-day Holidays respectively in addition to all the Holidays, declared under the Negotiable Instruments Act and/or by State Government.

Full Day Holidays

1. Ramanavami
2. Coconut day
3. Janmastami
4. Sarvapitru Amavasya
5. 1st day of Diwali
6. 26th December each year
7. Boxing Day.

Half Day Holidays

1. Solar Eclipse
2. Ashadi Ekadeshi
3. Kartik Ekadashi
4. Mahashivratri
5. Anant Chaturdashi
6. All Shravan Mondays
7. Nagapanchami
8. Gaurivisarjan
9. Bhai Bhij
10. Maunday Thursday
11. 24th December, X'Mas Eve.

[No. 25/11/69/LRIII.]

S.O. 2978.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Baroda Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas Central the Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri P. P. R. Sawhny shall be the Presiding Officer, with headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the management of the Bank of Baroda Limited was justified in not giving the benefit of continuity of service to Shri Jagdish Chander Gupta, Clerk-*cum*-Godown Keeper at their Chaura Bazar Branch, Ludhiana, with effect from the 2nd March 1963? If not, to what relief is the workman entitled?

[No. 23/14/69/LRIII.]

New Delhi, the 17th July 1969

S.O. 2979.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Allahabad Bank Limited and their workman in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mohammad Najmuddin shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether, having regard to the terms of Settlement under Chapter-V of item (xviii) under the Head—"Head Cashier—Category E" in Appendix-B of the Bi-partite settlement, dated the 19th October, 1966, the management of Allahabad Bank Limited, Calcutta, is justified in denying special allowance of Rs. 70 per mensem to Shri Balakrishna Reddy, Head Cashier in the Hyderabad Branch? If not, to what relief is the workman entitled?

[No. 23/25/69-LRIII.]

CORRIGENDA

New Delhi, the 21st July 1969

S.O. 2980.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2296, dated the 2nd June, 1969, published at page 2423, of the Gazette of India, Part II, Section 3, sub-section (ii), *for* "No S.O. 4519" *read* "No S.O. 4513".

[No. F. 1/37/69-LRI.]

S.O. 2981.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2300, dated the 6th June, 1969, published at page 2428 of the Gazette of India, Part II, Section 3, Sub-section (ii), *for* "No. S.O. 4518" *read* "No. S.O. 4519".

[No. F. 1/38/69-LRI.]

S. S. SAHASRANAMAN, Under Secy.

MINISTRY OF FOREIGN TRADE AND SUPPLY

(Department of Foreign Trade)

New Delhi, the 21st July 1969

S.O. 2982.—The following bye-laws further to amend the Coir Board (Transaction of Business, Conditions of Service of Employees and Maintenance of Accounts) Bye-laws, 1955, made by the Coir Board in exercise of the powers conferred by section 27 of the Coir Industry Act, 1953 (45 of 1953), and confirmed by the Central Government, are hereby published, as required by sub-section (2) of the said section, namely:—

1. The bye-laws may be called the Coir Board (Transaction of Business, Conditions of Service of Employees and Maintenance of Accounts) Amendment Bye-laws, 1969.

2. In the Coir Board (Transaction of Business, Conditions of Service of Employees and Maintenance of Accounts) Bye-laws, 1955,—

(i) after sub-bylaw (2) of bye-law 14, the following sub-bylaw shall be inserted, namely:—

"(3) The Weaving Master shall be the controlling officer for all the bills submitted by the employees subordinate to him in the powerloom factory.";

(ii) after bye-law 16, the following bye-law shall be inserted, namely:—

"16A. The Weaving Master shall be competent to impose minor punishments on the labourers employed in the powerloom factory and to grant casual leave, compensatory leave and overtime to employees of the factory.";

(iii) in bye-law 21, for the sentence "The amount or amounts so received shall, as soon as practicable, be duly acknowledged and deposited in banks approved by the Central Government to the credit of the Board", the following shall be substituted, namely:—

"The amount or amounts so received shall, as soon as practicable, be duly acknowledged and deposited to the credit of the Board with the Central Government as follows:—

(i) The grants from Central Revenues (whether from cess proceeds or Marketing Development Fund) may be kept in the Personal Deposit Account in a Government treasury or sub-treasury.

(ii) The loan given by the Central Government may be kept in current account with the State Bank of India.";

(iv) for bye-law 25, the following bye-law shall be substituted, namely:—

"25. Any funds not required for day to day expenditure shall be placed in a deposit account with the Central Government in a personal deposit account at a treasury.";

(v) in the Schedule, after serial Nos. 7 and 8 and the entries relating thereto, the following

"7A.	To accept tenders for purchases of the requirements of the powerloom factory in accordance with the provisions of the General Financial Rules.	Serial Nos. and entries shall be inserted namely:—	Purchases not exceeding Rs. 50,000 in value at a time.	Purchases not exceeding Rs. 20,000 in value at a time.
8A	To sanction and incur expenditure for purchases of the requirements of the powerloom factory.	Upto Rs. 60,000 on any one item within the sanctioned budget allotment.	Upto Rs. 30,000 on any one item within the sanctioned budget allotment."	..

[No. F. 15(1)-Tex (E)/67-Tex (D)]

S.O. 2983.—In exercise of the powers conferred by section 26 of the Coir Industry Act, 1953 (45 of 1953), the Central Government hereby makes the following rules further to amend the Coir Industry Rules, 1954, the same having been previously published as required by sub-section (1) of that section, namely:—

RULES

1. These rules may be called the Coir Industry (Amendment) Rules, 1969.

2. In the Coir Industry Rules, 1954,—

(i) after sub-rule (1) of rule 15, the following proviso shall be inserted, namely:—

"Provided that the Board shall be competent to enter into contracts extending over a period not exceeding three years which involve expenditure not exceeding rupees two lakhs and fifty thousand for purchase of raw materials for the powerloom factory, in accordance with the provisions of the General Financial Rules, within the sanctioned budget allotment.";

(ii) for sub-rules (2) and (3) of rule 15, the following sub-rules shall be substituted, namely.—

"(2) The Board may delegate to the Chairman, or the Secretary, or in the case of purchases of raw materials for the powerloom factory to the Weaving Master of the powerloom factory, such power for entering into contracts on its behalf as it may think fit.

"(3) Contracts shall not be binding on the Board unless they are executed by the Chairman, or Vice-Chairman, and by the Secretary, or by the Weaving Master of the powerloom factory, with the previous approval of the appropriate authority concerned and the common seal of the Board, where necessary, is affixed thereto:

Provided that the Weaving Master of the powerloom factory and the Director of the Central Coir Research Institute acting together shall be competent to execute contracts extending over a period not exceeding three years which involve expenditure not exceeding Rs. 30,000/- for purchase of raw material for the powerloom factory";

(iii) In rule 16, in sub-rule (1), for the words "Executive Committee or to the Chairman or Secretary", the words "Executive Committee, or to the Chairman, or to the Secretary or to the Weaving Master of the powerloom factory in the case of purchase of raw materials for the powerloom factory" shall be substituted.

(iv) for clause (a) of sub-rule (2) of rule 22, the following clause shall be substituted, namely:—

"(a) the power to sanction expenditure in excess of rupees ten thousand in respect of any one item other than the item relating to purchase of the requirements of the powerloom factory";

(v) for sub-rule (e) of rule 25, the following sub-rule shall be substituted, namely:—

"(e) The amounts of the Board shall be kept with the Central Government in a personal deposit account at a treasury, provided that the Board may keep such amounts as may be necessary for day to day expenses with the State Bank of India or any of its subsidiaries.".

[No. 15(1)-Tex(E)/67-Tex(D).]

A. G. V. SUBRAHMANIAM, Under Secy.

विदेशी व्यापार और पूर्ति मंत्रालय

(विदेश व्यापार विभाग)

नई दिल्ली 21 जुलाई 1969

एस० ओ० 2984:—नारियल जटा उद्योग अधिनियम 1953 (1953 का 45) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कयर बोर्ड द्वारा बनाई और केन्द्रीय सरकार द्वारा पुष्ट की गई कयर बोर्ड (कारबार का संव्यवहार कर्मचारियों की सेवा की शर्तें और लेखाओं का रखा जाना) उप-विधियां 1955 में अतिरिक्त संशोधन करने के लिए निम्नलिखित उप-विधियां उक्त धारा की उपधारा (2) की अपेक्षानुसार एतद्द्वारा प्रकाशित की जाती हैं अर्थात्—

1. ये उप-विधियां कयर बोर्ड (कारबार का संव्यवहार कर्मचारियों की सेवा की शर्तें और लेखाओं का रखा जाना) संशोधन उप-विधियां 1969 कही जा सकेंगी।

2. कयर बोर्ड (कारबार का संव्यवहार कर्मचारियों की सेवा की शर्तें और लेखाओं का रखा जाना) उप-विधियां 1955 में—

(i) उप-विधि (14) की उप-विधि (2) के पश्चात् निम्नलिखित उप-उपविधि अन्तः स्थापित की जाएगी अर्थात्—

"(3) बुनाई मास्टर उन सभी बिलों के लिए नियंत्रक आफिसर होगा जो पावरलूम कारखाने में अपने अधीनस्थ कर्मचारियों द्वारा प्रस्तुत किए गए होंगे";

(ii) उप-विधि 16 के पश्चात् निम्नलिखित उप-विधि अन्तः स्थापित की जाएगी अर्थात्—

"16-क. बुनाई मास्टर पावरलूम कारखाने में नियोजित श्रमिकों पर छोटी-मोटी शास्तियों का अधिरोपण करने और कारखाने के कर्मचारियों की आकस्मिक छुट्टी प्रतिकरात्मक छुट्टी और ओवरटाइम देने के लिए सक्षम होगा।"

(iii) उप-विधि 2 में, "ऐसे प्राप्त की गई रकम या रकमें, यथासाध्य शीघ्रता से, सम्यक् रूप से अभिस्वीकृत की जाएंगी और केन्द्रीय सरकार द्वारा अनुमोदित बैंकों में बोर्ड के खाते में जमा की जाएंगी।" वाक्य के लिए निम्नलिखित प्रतिस्थापित किया जाएगा अर्थात्—

"ऐसे प्राप्त की गई रकम या रकमें यथासाध्य शीघ्रता से सम्यक् रूप से अभिस्वीकृत की जाएंगी और बोर्ड के खाते में केन्द्रीय सरकार के पास निम्नलिखित रूप में जमा की जाएंगी,—

(i) केन्द्रीय राजस्वों में से (चाहे उक्त आगमों में से या विपणन विकास निधि में से दिए गए अनुदान सरकारी खजाने या उप-खजाने में वैयक्तिक जमा खाते में रखे जा सकेंगे।

(ii) केन्द्रीय सरकार द्वारा दिया गया उधार स्टेट बैंक आफ इंडिया में चालू खाते में रखा जा सकेगा।"

(iv) उप-विधि 25 के लिए निम्नलिखित उप-विधि प्रतिस्थापित की जाएगी अर्थात्—

"25. कोई भी निधि जो दिनप्रतिदिन के व्यय के लिए अपेक्षित नहीं है, किसी खजाने में वैयक्तिक जमा खाते में केन्द्रीय सरकार के पास एक जमा खाते में रखी जाएगी ।"

(v) अनुसूची में क्रम सं० 7 और 8 और उनसे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्याएं और प्रविष्टियां अन्तः स्थापित की जाएंगी अर्थात्—

"7क. पावरलूम कारखाने के लिए अपेक्षित माल खरीदने के लिए साधारण वित्तीय नियमों के उपबन्धों के अनुसार टेंडर स्वीकार करना ।	एक समय में 50,000 रू० के मूल्य से अनधिक के क्रय ।	एक समय में 20,000 रु० के मूल्य से अनधिक के क्रय ।
8क. पावरलूम कारखाने के लिए अपेक्षित माल खरीदने के लिए मंजूरी देना और व्यय करना ।	किसी एक मद पर स्वीकृत बजट आवंटन के अन्दर 60,000 रु० तक ।	किसी एक मद पर स्वीकृत बजट के आवंटन के अन्दर 30,000 रु० तक ।

[फा० सं० 15–1 (वस्त्र) (इ)/67–वस्त्र (डी)]

एस० ओ० 2935.—नारियल जटा उद्योग अधिनियम 1953 (1953 का 45) की धारा [illegible] द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार नारियल जटा उद्योग नियम 19[illegible] तरिक्त संशोधन करने लिए एतद्द्वारा निम्नलिखित नियम बनाती है जो उस धारा की उप [illegible]रा (1) की अपेक्षानुसार पहले ही प्रकाशित किए जा चुके , अर्थात् —

नियम

1. ये नियम नारियल जटा उद्योग (संशोधन), नियम, 1969 कहे जा सकेंगे ।

2. नारियल जटा उद्योग नियम, 1954 में,—

(i) नियम 15 के उप-नियम (1) के पश्चात् निम्नलिखित परन्तुक अन्तः स्थापित किया जाएगा, अर्थात् —

"परन्तु बोर्ड, साधारण वित्तीय नियमों के उपबन्धों के अनुसार ऐसी संविदाएं स्वीकृत बजट आबंटन के भीतर पावरलूम कारखाने के लिए कच्चे माल के निमित्त करने के लिए सक्षम होगा जिसकी कालावधि तीन वर्ष से अनधिक तक की हो और जिनमें दो लाख पचास हजार रुपए से अनधिक का व्यय अन्तर्ग्रस्त हो ।"

(ii) नियम 15 के उप-नियमों (2) और (3) के लिए निम्नलिखित उप-नियम प्रतिस्थापित किए जाएंगे अर्थात् —

"(2) बोर्ड अध्यक्ष या सचिव को या पावरलूम कारखाने के लिए कच्ची सामग्रियों की खरीद के मामले में ब्रुनाई मास्टर को अपनी ओर से संविदाएं करने के लिए ऐसी शक्ति प्रत्यायोजित कर सकेगा, जिसे वह ठीक समझे ।

(3) संविदाएं बोर्ड पर तब तक आबद्धकर नहीं होंगी जब तक कि वे अध्यक्ष या उपाध्यक्ष द्वारा, और सचिव द्वारा या पावरलूम कारखाने के बुनाई मास्टर द्वारा, संबद्ध समुचित प्राधिकारी के पूर्व अनुमोदन से निष्पादित न की गई हों और उन पर जहां आवश्यक हो, वहां बोर्ड का सामान्य मुहर लगी हो :

परन्तु पावरलूम कारखाने का बुनाई मास्टर और केन्द्रीय कयर गवेषण संस्थान का निदेशक, साथ-साथ कार्य करते हुए पावरलूम कारखाने के लिए कच्चे माल की खरीद के निमित्त ऐसी संविदाएं निष्पादित करने के लिए सक्षम होंगे जिन की कालावधि तीन वर्ष से अनधिक तक की हो और जिनमें 30,000 रु० से अनधिक का व्यय अन्तर्ग्रस्त हों ।"

( ) नियम 16 के उप-नियम (1) में, "कार्यपालिका समिति या अध्यक्ष या सचिव को", शब्दों के लिए "कार्यपालिका समिति, या अध्यक्ष या सचिव को या पावरलूम कारखाने के लिए कच्ची सामग्रियों की खरीद के मामले में पावरलूम कारखाने के बुनाई मास्टर को" शब्द प्रतिस्थापित किए जाएंगे;

(आ) नियम 22 के उप-नियम (2) के खंड (क) के लिए निम्नलिखित खंड प्रतिस्थापित किया जाएगा, अर्थात्—

"(क) पावरलूम कारखाने के लिए अपेक्षित वस्तुओं की खरीद से संबंधित मद से भिन्न किसी एक मद की बाबत दस हजार रुपए से अधिक व्यय मंजूर करने की शक्ति;

(V) नियम 25 के उपनियम (ङ) के लिए निम्नलिखित उप-नियम प्रतिस्थापित किया जाएगा, अर्थात—

"(ङ) बोर्ड की रकमें किसी खजाने में वैयक्तिक जमा खाते में केन्द्रीय सरकार के पास रखी जाएंगी. परन्तु बोर्ड ऐसी रकमें, जो दिन प्रतिदिन के व्ययों के लिए आवश्यक हों, स्टेट बैंक आफ इंडिया या उसके किसी सहानुषंगी बैंक में रख सकेगा ।"

[फा० सं० 15-1-वस्त्र (ई०)/67-वस्त्र (डी)]

ए० जी० वी० सुब्रह्मण्यम,
अवर सचिव, भारत सरकार

(Department of Foreign Trade)

RUBBER CONTROL

New Delhi, the 14th July 1969

S.O. 2986.—In exercise of the powers conferred by clause (d) of sub-section (3) of section 4 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby notifies the nomination of the following persons as members of the Rubber Board, Kottayam, Kerala, with effect from the 14th July, 1969 and upto the 21st February, 1971, to represent labour interests:—

1. Shri K. P. Raghavan Pillai, General Secretary, Kerala State Committee, Office of the Kerala Provincial United Trades Union Congress, Cantonment, Quilon, Kerala.
2. Shri B. K. Nair, Indian National Trade Union Congress Office, Alleppey (Kerala).

3. Shri K. V. K. Panikker, Indian National Trade Union Congress Office, Trichur (Kerala).

[No. F. 15(3)Plant(B)/67.]

M. L. GUPTA, Under Secy.

(Office of the Dy. Chief Controller of Imports and Exports)

CANCELLATION ORDER

Cochin, the 21st June 1969

S.O. 2987.—M/s. Cochin Co. (P) Ltd., XXVII/656, Theoara Road, Ernakulam-6 Kerala State were granted licence No. P|AU|1270005|C|XX|24|C|E|23|09, dated 7th March 1967 revalidated upto 30th September 1968, for Rs. 1,38,095. They have applied for duplicate copy of the licence both Customs and Exchange Control copies on the grounds that the original Customs Purpose and Exchange Control copies have been lost/misplaced. It is further stated that the original licence was registered at Bombay port and was utilised partly.

In support of their contention the applicant has filed an affidavit. I am satisfied that the original Customs Purpose and Exchange Control copies of the licence No. P|AU|1270005|C|XX|24|C|E|23|09, dated 7th March 1967 have been lost and direct that the duplicate licence (Custom Purpose and Exchange Control copies) should be issued to the applicant. The original licence (Customs Purpose and Exchange Control Copies) is cancelled.

[No. 1/69/REP.]

[No. Fish-8/REP/JS-66.]

S. BALAKRISHNA PILLAI,
Dy. Chief Controller of Imports and Exports.

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 28th June 1969

S.O. 2988.—M/s. Haji Abdul Salam, 44 Subzi Mandi, Delhi-7 were granted permit No P/E/0158063 dated 14th September 1968 valued Rs. 58108/- for import of Fresh Fruits (Grapes) from Afghanistan under the Indo-Afghan Trade Arrangement 1967-68. They have applied for the duplicate copy of Exchange Control copy of the said permit on the ground that the original copy has been lost/misplaced after having been registered with Hussainiwala, Ferozepur Custom House and fully utilised.

In support of their declaration the applicant has filed an affidavit duly attested by Notary stating that the original Exchange Control copy of the said permit has been lost/misplaced.

I am satisfied that Exchange Control Copy of permit No. P/EI/0158063/FA/25-27/8/25-27 dated 14th September 1968 has been lost/misplaced and direct that duplicate copy of Exchange Control copy of the same may be issued to the applicant.

The original Exchange Control copy of the permit is hereby cancelled.

[No. F. 21(A)/IV/PER/H-1(16)AJ'68/CLA/1032.]

New Delhi, the 2nd July 1969

S.O. 2989.—M/s. Manohar Lal Sehtya & Co,, 16-C, Indra Market, Subzi Mandi; Delhi-7, were granted permit No. P/EI/0164111 dated 16th September 1968 for Rs. 8,000/- for import of Fresh Fruits (Anar Bedana) from Afghanistan under the Indo-Afghan Trade Arrangement AJ-69. They have applied for a duplicate Exchange Control copy of the aforesaid permit on the ground that the original thereof has been lost after having been registered with the Hussainiwala, Ferozepore Customs and fully utilised.

In support of their declaration, the applicant has filed an affidavit duly attested by Notary stating that the original Exchange Control copy of the said permit has been lost.

I am satisfied that Exchange Control Copy of Permit No. P/EI/0164111 dated 16th September 1968 has been lost and direct that a duplicate Exchange Control copy of the permit may be issued to the applicant.

The original Exchange Control copy of the permit is hereby cancelled.

[No. F. 21(A)/IV/Permit/M.1(35)/AJ'69/AFTR/CLA/1033.]

New Delhi, the 8th July 1969

S.O. 2990.—M/s. Suresh Chand & Co., 592, Ishwar Bhawan, Delhi were granted permit No. P/E/0164217/FA/28/32/D/28/32 dated 19th September 1968, valued Rs. 30,000/- for import of Fresh Fruits (Grapes) from Afghanistan under the Indo-Afghan Trade Arrangement 1968-69. They have applied for the duplicate copy of Exchange Control copy of the said permit on the ground that the original copy has been lost/misplaced after having been registered with Hussainiwala, Ferozepur Custom House and fully utilised.

In support of their declaration the party has filed an affidavit duly attested by Notary stating that the original Exchange Control copy of the said permit has been lost/misplaced.

I am satisfied that both the Exchange Control copy of Permit No. P/EI/0164217/FA/28/32/D/28/32 dated 19th September 1968 has been lost/misplaced and direct that duplicate copy of Exchange Control copy of the same may be issued to the applicant.

The original Exchange Control copy of the permit is hereby cancelled.

[No. F. 21(A)S-5(6)/AJ'69/AFTR/CLA/1031.]

New Delhi, the 15th July 1969

S.O. 2991.—M/s. Bami Industries, B-10/16, Ring Road, Rajouri Garden, New Delhi were granted Import licence No. P/S/1611434/C/XX/27.30/D/25.26, dated 3rd June 1968 for import of (1) Cellulose Acetate Butyrate Moulding Powder, (2) Polyproplene Moulding Powder, (3) Polythelene Moulding Powder (High Density) and (4) Acrylic Plastic Sheets. They have applied for a duplicate Customs Purposes copy of the said licence on the ground that original Customs Purposes copy of the licence has been lost/misplaced without having been utilised.

2. In exercise of the powers conferred on me, under clause 9(cc) Import (Control) order, 1955, dated 7th December, 1955, as amended up-to-date, I order cancellation of the Customs Purposes copy of the import licence No. P/S/1611434/C/XX/27.30/D/25.26, dated 3rd June 1968.

3. On completion of the required formalities the applicant will be issued a duplicate copy of the Customs Purposes copy of the said licence, in accordance with para 302(i) I.T.C. Hand Book of Rules and Procedure, 1969.

[No. F. B.9/AM68/AU.UT/CLA/NU.]

RAM MURTI SHARMA,
Joint Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 30th June 1969

S.O. 2992.—M/s. Nation Engineering Industries Ltd., Jaipur were granted an import licence No. P|RM|2141648|C|XX|20|C|H|19-20, dated 4th December 1964. They have applied for a duplicate Exchange Control Copy of the licences on the ground that the original Exchange Control Copy of the licence has been lost or misplaced, after utilising Rs. 86,618.

In support of this contention, the applicant has filed an affidavit. I am satisfied that the original Exchange Control Copy of the licence No. P/RM/2141648/C/

XX/20/C/H/19-20, dated 4th December 1964 has been lost/misplaced and direct that a duplicate Exchange Control Copy of the licence should be issued to the applicant for the balance of Rs. 1,782.

The original Exchange Control Copy of the licence is cancelled.

[No. Ball /3(11-12)/64-65/RM.6.]

G. S. SHARMA,

Dy. Chief Controller of Imports and Exports
for Chief Controller of Imports & Exports.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Bombay, the 7th July 1969

SUBJECT:—*Order for cancellation of Custom Purposes Copy of Licence No. 1278862 dt. 29-11-67 for Rs. 17577/- issued in favour of M/s Swastika Spinning Mills, Haryana.*

S.O. 2993.—M/s. Swastika Spg. Mills, Haryana were granted an Import Licence (Both Copies) No. P/AU/1278862 dated 29th November, 1967 for Rs. 17,577 for Import of items shown on the reverse of this order for the licensing period A.M. 68 from G.C.A. They have applied for duplicate of the Customs Purposes copy of the said licence on the ground that the original Customs Purposes Copy of the licence have been lost or misplaced. It is further stated that the Original Licence was registered with the Bombay Customs House and was utilised for Rs. 1520/- only.

In support of this contention, the applicants have filed an affidavit on stamped paper duly attested before the Sub-Divisional Magistrate Panipat (Karnal). I am satisfied that the Original Custom Licence No. P/AU/1278862 dated 29th November, 1967 for Rs. 17,577/- has been lost or misplaced and have directed that duplicate of the Customs Purposes Copy of the licence should be issued to the applicants. The original Customs Copy of the Licence No. 1278862, dated 29th November 1967 is hereby cancelled.

(Issued from File No. NCG/S-54/AM68/AU2).

[No. 1/70.]

I. R. KAKKAR,

Dy. Chief Controller of Imports,
for Jt. Chief Controller of Imports & Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 8th July 1969

S.O. 2994.—The Medical Supdt., Irwin Hospital, New Delhi was granted a customs clearance permit No. G/J/2337363/N/MN/30/H/27-28, dated 25th January, 1969 for Rs. 6,500 (Rupees six thousand and five hundred only). They have applied for the issue of a duplicate customs purposes copy of the said customs purposes copy on the ground that the original customs copy has been lost/misplaced. It is further stated that the original customs purposes copy was not registered with the Customs Authorities at any Port and was not utilised at all and the balance available on it was Rs. 6,500.

2. In support of this contention, the applicant has filed an affidavit along with a certificate from Dr. N. P. Singh for the Supdt., Irwin Hospital, New Delhi. I am accordingly satisfied that the original customs purposes copy of the customs clearance permit has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order 1955, dated 7th December 1955, as amended, the said original customs purposes copy of the C.C.P. No. G/J/2337363, dated 25th January, 1969 issued to the Supdt., Irwin Hospital, New Delhi is hereby cancelled.

3. A duplicate customs purposes copy of the said C.C.P. is being issued separately to the licensee.

[No. I-6/Med/68-69/ILS/1308.]

S. K. USMANI,

Dy. Chief Controller of Imports & Exports.

OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORTS

ORDER

New Delhi, the 17th July 1969

S.O. 2995.—M/s. Shree Panchaganga Sahakari Sakhar Karkhana Ltd., Ganganagar—Ichalkaranji were granted a Replacement Licence No. P/RP/2446380/M/XX/23/C/H/23 dated 29th July, 1966 for Rs. 1,60,000/- (Rupees one lakh and sixty thousand only). They have applied for the issue of a duplicate Customs Purposes/Exchange Control Purposes copy of the said licence on the ground that the original Customs Purposes/Exchange Control Copy has been lost/misplaced. It is further stated that the original Customs Purposes/Exchange Control Copy was registered with the Customs authorities at Bombay and utilised partly. It was utilised for Rs. 1,16,753/- and the balance available on it was Rs. 43,247/-.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Customs Purposes/Exchange Control Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order 1955 dated 7th December, 1955 as amended, the said original Customs Purposes/Exchange Control Purposes copy of Licence No. P/RP/2446380/M/XX23/C/H/23, dated 29th July 1966, issued to M/s. Shree Panchaganaga Sakhar Karkhana Ltd., Ganganagar, Ichalkaranji is hereby cancelled.

3. A duplicate Customs Purposes/Exchange Control Purposes copy of the said licence will be issued separately to the licensee.

[No. CG. I/40(126)/64-65.]

H. D. GUPTA,

Dy. Chief Controller of Imports & Exports.

ELECTION COMMISSION OF INDIA

New Delhi, the 10th July 1969

S.O. 2996.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission in consultation with the Andaman and Nicobar Islands Administration, hereby nominates Shri R. K. Ahuja, Deputy Commissioner, Andaman and Nicobar Islands, as the Chief Electoral Officer for the Union Territory of Andaman and Nicobar Islands from the 27th May, 1969 and until further orders *vice* Shri M. B. Malhotra transferred.

[No. 154/28/69.]

By Order,

K. S. RAJAGOPALAN, Secy.

ORDER

New Delhi, the 14th July 1969

S.O. 2997.—Whereas the Election Commission is satisfied that Shri Mairembam Nilachandra, R/o Moirang Keithal, Bishenpur (Manipur), a contesting candidate for election to the Manipur Legislative Assembly from Bishenpur constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure; and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mairembam Nilachandra to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MR-LA/14/67.]

By Order,

A. N. SEN, Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 14 जुलाई, 1969

एस०ओ० 2998—यतः निर्वाचन आयोग का समाधान हो गया है कि मणिपुर विधान सभा के लिए निर्वाचन के लिए बिशनपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मइरेम्बम नीलचन्द्र, निवासी मोइरंग कइथेल बिशनपुर (मणिपुर) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार उसे सम्यक सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री मइरेम्बम नीलचन्द्र को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं० मणि—वि० स०/114/67]

आदेश से,

ए० एन० सैन,

सचिव, भारत निर्वाचन आयोग ।

MINISTRY OF HOME AFFAIRS

New Delhi, the 15th July 1969

S.O. 2999.—In exercise of the powers conferred by sub-section (1) of Section 492 of the Code of Criminal Procedure, 1898 (5 of 1898), the Central Government hereby appoints Shri G. P. Motwani, Senior Public Prosecutor at the Ahmedabad Branch of the Special Police Establishment as Public Prosecutor for the State of Maharashtra to conduct case PE. No. 13/62 (Dadra and Nagar Haveli Administration Silvass Cr. No. 53/62) pending in the Court of the Presidency Magistrate, Bombay.

[No. 225/48/69-AVD.II.]

R. C. JOSHI, Under Secy.

गृह मंत्रालय

नई दिल्ली, 15 जुलाई, 1969

एस० ओ० 3000—दण्ड प्रक्रिया संहिता, 1898 (1898 का 5 वां) की धारा 492 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार विशेष पुलिस संस्थान की अहमदाबाद शाखा के वरिष्ठ लोक अभियोजक श्री जी० पी० मोटवानी को, बम्बई

के प्रेसीडेन्सी मजिस्ट्रेट के न्यायालय में अनिर्णित मामले पी० ई० संख्या 13/62 (दादरा तथा नागर हवेली प्रशासन सिल्वास सी० आर० संख्या 53/62) का कार्यसंचालन करने के लिये, महाराष्ट्र राज्य के लोक अभियोजक के रूप में, एतद्द्वारा नियुक्त करती हैं।

[सं० 225/48/69–प्र० स० प्र० II]

रमेश चन्द्र जोशी, अवर सचिव ।

New Delhi, the 16th July 1969

S.O. 3001.—In exercise of the powers conferred by section 3 of the Commissions of Inquiry Act, 1952 (60 of 1952), the Central Government hereby makes the following further amendment to the notification of the Government of India in the Ministry of Home Affairs No. S.O. 1104, dated the 29th March, 1965, namely:—

In the said notification in paragraph 4, for the figures, letters and word "30th June, 1969", the figures, letters and word "31st December, 1969" shall be and shall be deemed always to have been substituted.

[No. 1/3/65-Delhi.]

By Order

And in the name of the President of India.

R. C. JAIN, Dy. Secy.

नई दिल्ली 16 जुलाई, 1969

सा० आ० 3002.—जांच आयोग अधिनियम, 1952 (1952 का 60) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार, गृह मंत्रालय की अधिसूचना संख्या सा० आ० 1104 दिनांक 29 मार्च, 1965 में एतद् द्वारा निम्नलिखित और आगे संशोधन करती हैं, अर्थात्—

उक्त अधिसूचना के पैराग्राफ 4 में, अंक, अक्षर व शब्द "30 जून, 1969" के लिए, अंक, अक्षर व शब्द "31 दिसम्बर, 1969" प्रतिस्थापित होंगे और यह समझा जायेगा कि वे सदैव ही वैसे प्रतिस्थापित थे ।

(संख्या 1/3/65–दिल्ली)

[भारत के राष्ट्रपति के आदेश द्वारा तथा उनके नाम में]

(आर० सी० जैन) उप सचिव,

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 9th July 1969

S.O. 3003.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and of all other powers enabling him in this behalf and after consultation with the Comptroller and Auditor

General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following Regulations further to amend the Civil Service Regulations, namely:—

1. (1) These regulations may be called the Civil Service (Seventh Amendment) Regulations, 1969.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In article 525 of the Civil Service Regulations, the following words shall be omitted, namely:—

"His pension for service in the Civil Department will not be affected by his military pension."

[No. F. 12(10)-EV/69.]

N. S. CHANDRAMOWLI, Under Secy.

(Department of Economic Affairs)

New Delhi, the 17th July, 1969

S O 3004.—Statement of the Affairs of the Reserve Bank of India, as on the 11th July, 1969

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	17,71,59,000
		Rupee Coin	3,05,000
Reserve Fund	150,00,00,000	Small Coin	3,27,000
National Agricultural Credit (Long Term Operations) Fund	155,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal	-
		(b) External	..
		(c) Government Treasury Bills	145,43,95,000
National Agricultural Credit (Stabilisation) Fund	35,00,00,000	Balances Held Abroad*	154,62,85,000
National Industrial Credit (Long Term Operations) Fund	75,00,00,000	Investments**	265,94,80,000
		Loans and Advances to : -	
		(i) Central Government	..
		(ii) State Governments@	34,14,58,000
Deposits—		Loans and Advances to : —	
		(i) Scheduled Commercial Banks†	85,14,45,000
(a) Government—		(ii) State Co-operative Banks††	199,79,47,000
		(iii) Others	1,98,07,000
(i) Central Government	58,49,45,000		

LIABILITIES	Rs.	ASSETS	Rs.
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(ii) State Governments .	7,90 70,000	(a) Loans and Advances to :—	
		(i) State Governments	31,46,96,000
		(ii) State Co-operative Banks	16,60,64,000
		(iii) Central Land Mortgage Banks . . .	—
(b) Banks—		(b) Investment in Central Land Mortgage Bank Debentures	8,96,93,000
		Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
(i) Scheduled Commercial Banks .	164,96,34,000		
(ii) Scheduled State Co-operative Banks	10,14,07,000	Loans and Advances to State Co-operative Banks . .	4,33,97,000
(iii) Non-Scheduled State Co-operative Banks	62,64,000		
(iv) Other Banks .	17,27,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
(c) Others	299,00,82,000	(a) Loans and Advances to the Development Bank .	6,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
Bills payable	37,25,47,000		
Other Liabilities	27,05,45,000	Other Assets	53,10,92,000
Rupees	1025,62,21,000	Rupees	1025,62,21,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary over-drafts to State Governments.

†Includes Rs. 36,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 16th day of July 1969.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 11th day of July, 1969

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	17,71,59,000		Gold Coin and Bullion :—		
Notes in Circulation .	3672,31,58,000		(a) Held in India .	182,53,11,000	
			(b) Held outside India . .	..	
Total Notes issued		3690,03,17,000	Foreign Securities . . .	200,88,70,000	
			TOTAL .		383,41,81,000
			Rupee Coin		63,85,63,000
			Government of India Rupee Securities .		3242,75,73,000
			Internal Bills of Exchange and other commercial paper . .		..
TOTAL LIABILITIES		3690,03,17,000	TOTAL ASSETS . .		3690,03,17,000

Dated the 16th day of July, 1969.

L. K. JHA,
Governor.

[N . F. 3(3)-BC/69.]

New Delhi, the 18th July 1969

S.O. 3005.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply, till the 18th July, 1970, to the New Bank of India Ltd.. New Delhi in respect of the two immovable properties (consisting of land measuring 2,200 square yards at Sultanwind Gate and 7,433.68 square yards at Mailtha Road) held by it in Amritsar.

[No. F. 15(8)-BC/69.]
K. YESURATNAM, Under Secy.

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 14th July 1969

S.O. 3006.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises Shri D. I. Trivedi who is a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification which supersedes Notification No. 48 (F. No. 16/14/66-ITB) dated 25th May, 1966 and Notification No. 142 (F. No. 16/14/66-ITB) dated 25th October, 1967 shall come into force with effect from 14th July, 1969.

[No. 94 (F. No. 16/149/69-ITCC).]
R. D. SAXENA, Dy. Secy.

वित्त मंत्रालय

(राजस्व और बीमा विभाग)

सीमा-शुल्क

नई दिल्ली, 31 मई 1969

एस० ओ० 3007—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार नीचे दी गई सारणी के स्तम्भ (1) की तत्स्थानी प्रविष्टि में वर्णित क्षेत्र के लिए उक्त सारणी के स्तम्भ (2) में वर्णित आफिसर को सीमा-शुल्क कलेक्टर और उसके स्तम्भ (4) में वर्णित आफिसर को सीमा-शुल्क सहायक कलेक्टर एतद्द्वारा नियुक्त करती है ;

सारणी

(1)	(2)	(3)	(4)
(vii) पाण्डिचेरी, कारिकल और माहीसंघ राज्य क्षेत्र	केन्द्रीय उत्पाद शुल्क कलेक्टर, मद्रास	—	सीमा-शुल्क और केन्द्रीय उत्पाद-शुल्क सहायक कलेक्टर, पाण्डिचेरी ।

और आगे निदेश करती है कि भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना संख्या सा० का०नि० 213, तारीख 1 फरवरी, 1963 में निम्नलिखित संशोधन किया जाएगा, अर्थात्—

उक्त अधिसूचना में, सारणी में, मद (vii) और स्तम्भ (1), (2), (3) तथा (4) में उस से सम्बन्धित प्रविष्टियों के लिए निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात्—

(1)	(2)	(3)	(4)
"(viii) पाण्डिचेरी, कारिकल और माही संघ राज्य क्षेत्र	केन्द्रीय उत्पाद-शुल्क केलेक्टर, मद्रास	—	सीमा-शुल्क और केन्द्रीय उत्पाद-शुल्क सहायक कलेक्टर, पाण्डिचेरी ।"

[सं 93—सी० शु०/फा०/सं० 2/1/69—भू. सी-शु.I]

स्टाम्प

नई दिल्ली, 31 मई, 1969

एस० ओ० 3008—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उस स्टाम्प ड्यूटी का परिहार करती है जिससे 55 लाख रुपये मूल्य के वे बन्धपत्र उक्त अधिनियम के अधीन प्रमार्य है जो उत्तर प्रदेश वित्तीय निगम द्वारा पुरोधृत किए जाने वाले है।

[सं० 6-स्टाम्प 69/फा०सं० 1/20/69—सी०शु०—7]

एम० एस० सुब्राह्मण्यम, अवर सचिव।

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 14th July 1969

S.O. 3009.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes, hereby makes the following amendments to the Schedule appended to its notification No. 20 [F. No. 55/1/62-IT], dated the 30th April, 1963 published as S.O. 1293 on pages 1454—1457 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 11th May, 1963 as amended from time to time:—

(1) Against Sr. No. 5, Bombay City II, under Column 3 of the Schedule appended thereto—

(i) following shall be deleted:

"11. Bombay suburban District (West)."

(ii) the existing item Nos. 12 and 13 shall be renumbered as 11 and 12.

(iii) the following shall be added;

"13. A-II Ward,"

"14. A-III Ward."

(2) Against Sr. No. 5A, Bombay City III, under Column 3 of the Schedule appended thereto—

(i) following entries shall be deleted—

"1. A-II Ward."

"11. A-III Ward."

(ii) Existing item Nos. 2 to 10 shall be renumbered as 1 to 9.

(iii) following entry shall be added:

"10. Bombay Suburban District (West)"

This notification shall take effect from 1st August, 1969.

[No. 96/No. F. 55/248/69-IT(AI).]

L. N. GUPTA, Under Secy.

सिंचाई और बिजली मंत्रालय

नई दिल्ली, 23 जून, 1969

का० आ० 3010—पंजाब पुनर्गठन अधिनियम, 1966 (1966 का 31) की धारा 80 की उपधारा (2) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारत सरकार के सिंचाई और विद्युत् मंत्रालय की अधिसूचना सं० का० आ० 3507, तारीख पहली अक्तूबर, 1967 में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में,

(1) मद (3), में "राजस्थान" शब्द के पश्चात् "और हिमाचल प्रदेश संघ राज्यक्षेत्र" शब्द अन्तः स्थापित किए जाएंगे ;

(2) (4) से लेकर (12) तक की मदों को क्रमशः (5) से लेकर (13) तक की मदों के रूप में पुनः संख्याकित किया जाएगा ;

(3) इस प्रकार पुनः संख्याकित मद (5) से पूर्व निम्नलिखित मद अन्तः स्थापित की जाएगी, अर्थात्—

"(4) उपमंत्री, सिंचाई और विद्युत्, भारत सरकार ।",

(4) इस प्रकार पुनः संख्याकित मद (13) के पश्चात् निम्नलिखित मद अन्तः स्थापित की जाएगी, अर्थात्—

"(14) मुख्य इंजीनियर, बहुउद्देश्यीय परियोजनाएं, हिमाचल प्रदेश, शिमला ।"

[सं एफ० 17(128)/67-बी० एण्ड बी०]

जसवन्त सिंह, अवर सचिव ।

MINISTRY OF INDUSTRIAL DEVELOPMENT INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Internal Trade)

CIVIL SUPPLIES ORGANISATION

New Delhi, the 22nd July 1969

S.O. 3011.—In pursuance of section 12A of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby specifies the Maharashtra Scheduled Articles (Display of Stocks and Prices by Wholesale Dealers) Order, 1969, made by the State Government of Maharashtra to be a special order for purposes of summary trial under the said section.

[No. 26(4)/69-CS.II.]

B. K. VARMA, Under Secy.

औद्योगिक विकास, अन्तर्राज्यिक व्यापार और कम्पनी कार्य मंत्रालय

(अन्तर्राज्यिक व्यापार विभाग)

सिविल प्रदाय संगठन

नई दिल्ली 22 जुलाई, 1969

एस० ओ० 3012:—आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 12क के अनुसरण में केन्द्रीय सरकार महाराष्ट्र राज्य सरकार द्वारा किया गया महाराष्ट्र अनुसूचित वस्तुएं (थोक व्यौहारियों द्वारा स्टाकों और कीमतों का संप्रदर्शन) आदेश, 1969 उक्त धारा के अधीन संक्षिप्त विचारण के प्रयोजनों के लिये एतद्द्वारा विशेष आदेश विनिर्दिष्ट करती है ।

[सं० 26(4)/69—सी० एस II]

बी० के० वर्मा, अवर सचिव ,भारत सरकार ।

(Deptt. of Industrial Development)

ORDER

New Delhi, the 30th June 1969

S.O. 3013.—Shri R. P. Ramakrishna, who was appointed as a member of the Development Council for Paper, Pulp and Allied Industries, *vide* this Ministry's OOrder No. S.O.P./D.C./I.D./68, dated the 15th October, 1968 has resigned his membership of the Council, and his resignation has been accepted by the Government of India.

Shri R. P. Ramakrishna, therefore, ceases to be the member of the above-mentioned Council with immediate effect.

[No. LI(II)-17(77)/68.]

V. PRAKASH, Under Secy.

(Department of Industrial Development)

ORDER

New Delhi, the 15th July 1969

S.O. 3014/IDRA/5.—In exercise of the powers conferred by section 5 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rule 8 of the Central Advisory Council (Procedural) Rules, 1952, the Central Government hereby appoints Dr. Pranlal J. Patel, to be member of the Central Advisory Council of Industries till the 3rd November, 1969, in place of Shri Y. A. Fazalbhoy and directs that the following amendment shall be made in the Order of the Government of India in the Ministry of Industrial Development and Company Affairs (Department of Industrial Development) No. S.O. 4044, dated the 4th November, 1967 as subsequently mended by No. S.O. 2762/IDRA/5, dated the 31st July, 1968, namely:—

In the said Order, for entry No. 8 relating to Shri Y. A. Fazalbhoy, the following entry shall be substituted:—

"Dr. Pranlal J. Patel, President, The All India Manufacturers' Organisation, Jeewan Sahakar, Sir Phirozshah Mehta Road, Bombay-1."

[No. 1(5)Lic. Pol./67.]

R. C. SETHI, Under Secy.

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 4th July 1969

S.O. 3015.—In partial modification of the Notification published under No. S.O. 3608, dated 25 September 1968 in the Gazette of India, Part, II, Section 3(ii), dated 12 October 1968, it is hereby notified that Note (i) pertaining to Sl. No. 1 of the Schedule shall be amended to read as follows:

"IS: 269-1958 shall remain in force concurrently with IS: 269-1967 up to 31 December, 1969".

[No. CMD/13:2.]

S.O.3016:— In pursuance of Regulation 4 of the Indian Standards Institution (Certificatetion Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment (s) to the Indian Standard (s) given in the Schedule hereto annexed have issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

Sl. No.	No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified.	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS: 269-1967 Specification for ordinary, rapid-hardening & low heat portland cement (*second revision*).	S.O. 3608 dated 12 October 1968.	No. 1 May 1969	A new sub-clause 4.4.1 has been added.	1 May 1969.
2.	IS: 365-1965 Specification for electric hot-plates (*revised*).	—	No. 1 July 1969	This amendment is being issued to make reference to IS: 302-1967 General and Safety Requirements for Light Electrical Appliances (*Third Revision*) in place of IS: 302-1963 General and Safety Requirements for Light Electrical Appliances (*Second Revision*).	1 July 1969.
3.	IS: 1180-1964 Specification for outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV.	S.O. 735 dated 6 March 1965.	No.2 July 1969	Clause 12 has been substituted by a new one and Appendix 'A' deleted.	1 July 1969.
4.	IS: 1231-1967 Dimensions of three-phase foot mounted induction motors (*second revision*).	S.O. 2417 dated 22 July 1967.	No. 2 July 1969	Clause o. 8 has been deleted and the subsequent ones re-numbered accordingly.	1 July 1969.
5.	IS: 1331-1966 Specification for cut sizes of timber (*first revision*).	S.O. 1325 dated 15 April 1967.	No. 1 July 1969	A new note has been added under clause 4.1 and a new clause 5.2.2 after 5.2.1.	1 July 1969.
6.	IS: 1818-1961 Specification for airbreak isolators and earthing switches for voltages up to 220 kV.	S.O. 2706 dated 18 November 1961.	No. 5 July 1969	Clause 6.3.1 has been amended.	1 July 1969.

(1)	(2)	(3)	(4)	(5)	(6)
7.	IS: 2072-1962 Specification for comb foundation sheets	S.O. 2976 dated 29 September 1962	No. 1 July 1969	Table 1 has been substituted by a new one	1 July 1969
8.	IS: 2548-1967 Specification for plastic water-closet seats and covers (*second revision*)	S.O. 2654 dated 5 August 1967	No. 1 July 1969	Fig. 1 has been amended	1 July 1969
9.	IS: 3010 (Part I) 1965 Specification for appliance-connectors and appliance-inlets (non-reversible three-pin type) Part I appliance-connectors	S.O. 281 dated 22 January 1966	No. 2 July 1969	This amendment is being issued to make reference to IS: 302-1967 General and Safety Requirements for Light Electrical Appliances (*Third Revision*) in place of IS : 302-1963 General and Safety requirements for Light Electrical Appliances (*Second Revision.*)	1 July 1969
10.	IS: 3010 (Part II)-1965 Specification for appliance-connectors and appliance-inlets (non-reversible three-pin type) Part II appliance-inlets	S.O. 281 dated 22 January 1966	No. 1 July 1969	Do.	1 July 1969
11.	IS: 3412-1965 Specification for electric water boilers	S.O. 2419 dated 13 August 1966	No. 1 June 1969	Do.	1 June 1969
12.	IS: 3737-1966 Specification for leather safety boots for workers in heavy metal industries	S.O. 913 dated 18 March 1967	No. 1 July 1969	(*i*) Clause 3·2·5 and 3·2·7 have been substituted by new ones (*ii*) Table 1 and clauses 3·2·2., 3·2·12, 3·5·12, and B-2·1 have been amended (*iii*) New matter has been added in table 1, Fig. 2. Fig. 5, clauses 3·2·10, and B-0·1, and a new clause 6·4 added after clause 6·3	1 July 1969
13.	IS: 3818-1966 Specification for continuous (piano) hinges	S.O. 1533 dated 29 April 1967	No. 1 July 1969	(Page 5, Fig. 1A and Page 6, Fig. 1B)—Substitute '1830'±5' for '1800±5'.	1 July 1969
14.	IS: 4001-1967 Specification for mine tubs	S.O. 2417 dated 22 July 1967	No. 1 July 1969	(Page 9, in formal table in Fig. 1, under Dimension 'A' last row)—Substitute '1525' for '1325'.	1 July 1969

15.	IS: 4394-1967 Method for evaluating strength of homogeneous vat dyestuffs	S.O. 1720 dated 18 May 1968	No. 1 July 1969	Note under clause 3·1 has been substituted by a new one and a new 'Note 8' added under table 1.	1 July 1969
16.	IS: 4778-1968 Specification for cotton laces for footwear	S.O. 368 dated 25 January 1969	No. 1 July 1969	(Page 3, Note under clause 1·1·1, line 1) Add the words 'in cm' after the word 'lace'	1 July 1969
[17.	IS: 4856-1968 Specification for new jute woolpack	S.O. 1455 dated 19 April 1969	No. 1 July 1969	[Page 5, Table 1, Sl. No. (v) (a) and (v) (b)] Subs itute 'mm' for 'cm' at both the places.	1 July 1969

Copies of these amendments are available with the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (*i*) 534 Sardar Vallabhbhai Patel Road, Bombay-7 (*ii*) 5 Chowringhee Approach, Calcutta-13 (*iii*) 54 General Patters Road, Madras-2 (*iv*) 117/418 B, Sarvodaya Nagar, Kanpur, and (*v*) 5-9-201/2 Chirag Ali Lane, Hyderabad-1.

[No. CMD/13:5.]

New Delhi, the 7th July 1969

S.O. 3017.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, and read with sub-regulation (1) of Regulation 3 thereof, it is hereby notified that Amendment No. 1 to IS:2480-1964 Indian Standard Specification for general purpose thermometers, details of which were published in the Gazette of India, Part II, Section 3(ii) dated 20 March 1965 under No. S.O. 895, dated 3 March 1965, has been issued with a view to align the stem diameter with that prescribed in IS: 4610-1968. The Amendment, details of which are given below, shall come into force with effect from 25 June 1969:

'(Page 9, table 1, line 3)—Substitute 'Stem diameter—5.5 to 8.0 mm' *for* 'Stem diameter—6 to 8 mm.'

[No. CMD/13:5.]

New Delhi, the 9th July 1969

S. O. 2918—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that twentytwo licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks:

THE SCHEDULE

Sl. No.	Licence No. (CM/L—)	Period of Validity		Name and Address of the licensee	Article/Process covered by the licence and the Relevant IS: Designation
		From	To		
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L—1985 4-6-1969	1-6-1969	31-5-1970	Tribeni Tissues Private Ltd., Chandrahati, P.O. Tribeni, Distt. Hooghly having their office at 24 B, Park Street, Calcutta-16.	Base paper for carbon paper, type 1 grade 5 and type 2 grade 3— IS: 3413—1966
2	CM/L—1986 5-6-1969	16-6-1969	15-6-1970	Muzaffarpur Hosiery Industries and Agencies (P) Ltd., Old Hazaribagh Road, Ranchi-9.	Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes— IS: 398—1961
3	CM/L—1987 11-6-1969	16-6-1969	15-6-1970	Industrial Minerals & Chemical Co., Private Ltd., Kurla-Marol Road, Chakala, Andheri, Bombay-58 having their office at 125 Narayan Dhru Street, Nagdevi, Bombay-3.	Aldrin dusting powders— IS: 1308—1958
4	CM/L—1988 12-6-1969	16-6-1969	15-6-1970	Universal Copper & Steel Rolling Mills, Near Kotharia Railway Station, Rajkot having their office at Garedia Kuva Road, Rajkot.	Structural steel (standard quality)— IS: 226—1962
5	CM/L—1989 12-6-1969	16-6-1969	15-6-1970	Do.	Structural steel (ordinary quality)— IS: 1977—1962
6	CM/L—1990 13-6-1969	16-6-1969	15-6-1970	Esso Standard Eastern Inc., Survey No. 24/3A & B, Chikkabiderakallu Village, Neelamangala Taluka, Bangalore Tumkur Road, Bangalore District.	Endrin emulsifiable concentrates— IS: 1310—1958

(1)	(2)	(3)	(4)	(5)	(6)
7	CM/L—1991 16-6-1969	16-6-1969	15-6-1970	J. B. Norton & Sons Ltd., 89 'O' Road, Belgachia, Howrah, having their office at 110 Stephen House, 4 Dalhousie Square East, Calcutta-1.	Cast iron flushing cisterns, high level, bell type, 12·5 litre capacity— IS: 774—1964
8	CM/L—1992 24-6-1969	1-7-1969	30-6-1970	Krishna Steel Industries Pvt. Ltd., Antop Hill, Wadala Bombay-31, having their office at Vaswani Mansions, 120 Dinsha Vachha Road, Bombay-20.	Cold twisted steel bars for concrete reinforcement— IS: 1786—1966
9	CM/L—1993 24-6-1969	1-7-1969	30-6-1970	Jammu Rosin and Turpentine Factory, P.O. Miransahile, Jammu Tawi.	Rosin (gum-rosin) *Type* / *Grade* (1) Pale — WGN (2) Medium — M and K (3) Dark — G— IS: 553—1955
10	CM/L—1994 30-6-1969	1-7-1969	30-6-1970	Utkal Pesticides & Chemicals, Kishore Rice Mill, Jagganathpur, District Ganjam, having their office at Station Road, Berhampur, District Ganjam (Orissa)	Endrin emulsiable concentrates— IS: 1310—1958
11	CM/L—1995 30-5-1969	16-7-1969	15-7-1970	The Ugar Sugar Works Ltd, P.O. Ugarkhurd, (District Belgaum—Mysore State).	Gin— IS: 4100—1967
12	CM/L—1996 30-6-1969	16-7-1969	15-7-1970	Rhylons Pesticides & Insecticides, Plot No. 15, Nacharam, Industrial Area, Hyderabad-39 having their office at Shop No. 20, Lal Bahadur Stadium, Hyderabad-1.	BHC water dispersible powder concentrates — IS: 562—1962
13	CM/L—1997 30-6-1969	1-7-1969	30-6-1970	India Metal Traders, Plot No. A-21/11-12, Road No. 10, Udhna Ydyognagar, Udhna, Distt. Surat (Gujarat State).	All aluminium conductors only— IS: 398—1961
14	CM/L—1998 30-6-1969	1-7-1969	30-6-1970	Henley Cables India Ltd, Henley House, Hadapsar Industrial Estate, P.O. Box No. 22, Poona-1 having their Registered office at Henley House, Ballard Estate, P.O. Box 297, Bombay-1.	Polythene insulated and PVC sheathed cables with aluminium conductors, single core and twin core flat— IS: 1596—1962
15	CM/L—1999 30-6-1969	1-7-1969	30-6-1970	N.I. Industries Private Ltd., 21/H/7 Canal West Road, Calcutta-6 having their office at 22, Canning Street, Calcutta-1.	Tea-Chest metal fittings— IS: 10—1964

16	CM/L—2000 30-6-1969	1-7-1969	30-6-1970	Kohinoor Paint Colour & Varnish Works, Chheharta, Near Railway Station, Amritsar having their office at 13 R.B. Rattan Chand Road, The Mall, Amritsar.	Black Japan type A— IS: 341—1952
17	CM/L—2001 30-6-1969	1-7-1969	30-6-1970	Shri Mahesh Metal Works, Madanganj, Kishangarh, (Rajasthan)	Rolled brass sheets of Cuzn 37 designation— IS: 410—1967
18	CM/L—2002 30-6-1969	1-7-1969	30-6-1970	Hindustan Traders, 62-B, Government Industrial Estate, Kandivli, Bombay-67.	Wrought aluminium utensils, SIC grade— IS: 21—1959
19	CM L—2003 30-6-1969	1-7-1969	30-6-1970	Shree Vishnu Rolling Mills, No. 2 Kumar Para Lane, Lillooah, Howrah having their office at 205 Rabindra Sarani, Calcutta-7.	Hot rolled steel strips (baling)— IS: 1029—1956
20	CM/L—2004 30-6-1969	1-7-1969	30-6-1970	Jay Em Provender Mills, Mugarwara (Unnao), having their office at 54/1, Nayaganj, Kanpur.	Poultry feeds: (i) starting (ii) growing (iii) laying— IS: 1374—1968
21	CM/L—2005 30-6-1969	1-7-1969	30-6-1970	Do.	Compounded feeds for cattle— IS: 2052—1968
22	CM/L—2006 30-6-1969	16-7-1969	15-7-1970	Shriram Vinyl & Chemical Industries, Shriramnagar, Kota- 4 (Rajasthan)	Rigid, plain PVC conduits for electrical installations-outer dia. 25 mm— IS: 2509—1963

[No. CMD/13:11]

New Delhi, the 11th July 1969

S. O. 3019.—In pursuance of the provisions of sub-rule (2) of Rule 3 of the Indian Standards Institution (Certification Marks), Rules, 1955, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the schedule hereto annexed have been established during the quarter ending 30 June 1969 :

THE SCHEDULE

Sl. No.	No. of Indian Standard	Title of Indian Standard
1	2	3
1	IS : 28-1969	Specification for phosphor bronze ingots and castings (*second revision*)
2	IS: 225-1969	Specification for pig iron (charcoal) (*second revision*)
3	IS : 271-1969	Grading of white, *tossa* and *daisee* uncut Indian jute (*first revision*)
4	IS:326-1968	Methods of sampling and test for natural and synthetic perfumery materials (*first revision*)
5	IS: 330-1968	Specification for chromium trioxide (*first revision*)
6	IS :350-1968	Specification for organic, baking, impregnating, insulating varnishes for electrical purposes (*first revision*)
7	IS: 446-1968	Specification for air hose of rubber with woven textile reinforcement (*second revision*)
8	IS:536-1968	Specification for toluole, industrial (*first revision*)
9	IS: 557-1968	Specification for sodium acetate, technical and photographic (*first revision*)
10	IS: 805-1968	Code of practice for use of steel in gravity water tanks
11	IS:960-1969	Specification for bicycles rim tapes and buckles (*first revision*)
12	IS:1079-1968	Specification for hot rolled carbon steel sheet and strip (*second revision*)
13	IS:1131-1968 to IS:1134-1968	Specification for bicycle bottom bracket assembly components (axle, adjustable ball cup, fixed balm cup, and lock ring) (*first revision*)
14	IS:1184-1968	Specification for mazestarch for use in the cotton textile industry (*first revision*)
15	IS:1195-1968	Specification for Bitumen mastic for flooring (*first revision*)
16	IS:1196-1968	Code of practice for laying bitumen mastic flooring (*first revision*)
17	IS:1200(Part II)-1968	Method of measurement of building and civil engineering work Part II Cement concrete work (*second revision*)
18	IS:1230-1968	Specification for cast iron rainwater pipes and fittings (*first revision*)
19	IS:1342-1968	Specification for oil pressure stoves (*second revision*)
20	IS:1504-1968	Specification for commercial beeswax (*first revision*)
21	IS:1511-1968	Specification for light duty chaff cutter blades (*first revision*)
22	IS:1703-1968	Specification for ball valves (horizontal plunger type) including floats for water supply purposes (*first revision*)
23	IS:1809-1969	Specification for nickel salts for electroplating (*first revision*)
24	IS:2052-1968	Specification for compounded feeds for cattle (*first revision*)
25	IS:2389-1968	Specificaton for previsIon hexagon bolts, screws, nuts and lock nuts)diameter range. 1·6 to 5 mm) (*first revision*)
26	IS:2440-1968	Code of practice for daylighting of buildings (*first revision*)
27	IS:2448(Part II)-1968	Specification for adhesive insulating tapes for electrical purposes
28	IS:2470(Part I)-1968	Code of Practice for design and construction of septic tanks Part I Small installations (*first revision*)
29	IS:2474-1968	Specification for closures for drums
30	IS:2505-1968	Specification for concrete vibrations, immersion types (*first revision*)
31	IS:2591-1969	Specification for hot rolled bars for threaded components (*first revision*)
32	IS:2720 (Part XXVII)-1968	Methods of test for soils Part XXVII Determination of total soluble sulphates
33	IS:2720 (Part XXX)-1968	Methods of test for soils Part XXX Laboratory Vane shear test

1	2	3
34	IS:2753 (Part II)-1968	Methods for estimation of preservatives in treated timber and in treating solutions Part II Determination of copper (in copper napthenate) and pentachlorophenol
35	IS:2974 (Part IV)-1968	Code of practice for design and construction of machine foundations Part IV Foundations for rotary type machines of low frequency
36	IS:3965-1969	Dimensions for wrought aluminium and aluminium alloys, bar, rod and section
37	IS:4032-1968	Method of chemical analysis of hydraulic cement
38	IS:4111 (Part IV)-1968	Code of practice for ancillary structures in sewage systems Part IV, pumping stations and pumping mains (rising mains)
39	IS:4410 (Part VII)-1968	Glossary of terms relating to river valley projects Part VII engineering geology
40	IS:4410 (Part IX)-1968	Glossary of terms relating to river valley projects Part IX spillways and siphons
41	IS:4466 (Part III)-1968	Recommendations for farm cattle housing for plain areas with medium rainfall Part III Farm cattle sheds for gaushalas and other organized milk producers
42	IS:4472 (Part II)-1968	Methods for identification of application classes of dyes on textile materials Part II Wool silk and other protein fibres
43	IS:4540-1968	Specification for monocrystalline semiconductor rectifier assemblies and equipment
44	IS:4749-1968	Methods for calculation of bulk quantities of industrial aromatic hydro-carbons
45	IS:4774-1968	Specification for thin walled bearings and thrust half-washers
46	IS:4807-1968	Methods of testing viscose rayon staple fibres
47	IS:4808-1968	Specification for pyrethrum emulsifiable concentrates
48	IS:4810-1968	Specification for fumigation sheets and covers, rubberized
49	IS:4820-1968	Specification for vulcanized fibre sheets for electrical purposes
50	IS:4829-1968	Specification for nylon side fasteners
51	IS:4831-1968	Recommendation on units and symbols for refrigeration
52	IS:4833-1968	Method for field testing of preservatives in wood species
53	IS:4845-1968	Definitions and terminology relating to hydraulic cement
54	IS:4871-1968	Method for determination of lint and trash content of cotton by means of mechanical pneumatic machines
55	IS:4873-1968	Method for laboratory testing of wood preservatives against fungi.
56	IS:4874-1968	Specification for *edible* cottonseed flour (expeller pressed)
57	IS:4876-1968	Specification for *edible* cottonseed flour (solvent extracted)
58	IS:4878-1968	Bye laws for construction of cinema buildings
59	IS:4880 (Part III)-1968	Code of practice for design of tunnels conveying water Part III hydraulic design
60	IS: 4885-1968	Specification for sewer bricks
61	IS:4889-1968	Methods of determination of efficiency of rotating electrical machines
62	IS:4891-1968	Specification for preferred cut sizes of structural timbers
63	IS:4895-1968	Grading rules for teak logs
64	IS:4894-1968	Specification for centrifugal fans
65	IS:4900-1969	Specification for jute carpet backing fabric (271, 305, 339 and 407 g/m^2)
66	IS:4904-1968	Specification for reference block for calibration of ultrasonic flaw detectors
67	IS:4905-1968	Methods for andom sampling
68	IS:4910 (Part I)-1968	Methods of test for tyre yarns, cords and tyre cord fabrics made from man-made fibres Part I Linear density

1	2	3
69	IS:4910(Part II)-1968	Methods of test for tyre yarns, cords and tyre cord fabrics made from man-made fibres Part II breaking load, elongation at break and tenancity
70	IS:4913-1968	Code of practice for selection, installation and maintenance of timber doors and windows
71	IS:4919-1968	Glossary of terms applicable to landscape and horticulture work
72	IS:4920-1968	Glossary of terms applicable to roof coverings
73	IS:4923-1968	Specification for hollow mild steel sections for structural use
74	IS:4924(Part I)-1968	Method of test for nail-jointed timber trusses Part I destructive test
75	IS:4924(Part II)-1968	Method of test for nail-jointed timber trusses Part II Proof test
76	IS:4925-1968	Specification for concrete batching and mixing plant
77	IS:4927-1968	Specification for unlined flax canvas hose for firefighting
78	IS:4928-1968	Specification for quick closing clack-valve for centrifugal pump outlet
79	IS:4929-1968	Specification for dichlorvos, technical
80	IS:4930-1968	Guide for axle assembly for animal drawn vehicles
81	IS:4931-1968	Specification for power take-off shafts of agricultural tractors
82	IS:4933-1968	Specification for cottonseed for propagation purposes
83	IS:4939-1968	Methods of test for products derived from fruits and vegetables
84	IS:4940-1968	Specification for sample divider
85	IS:4941-1968	Specification for honey
86	IS:4942-1969	Specification for electroplated coatings of nickle and chromium on aluminium and aluminium alloys
87	IS:4945-(Part I)-1968	Specification for cotton twines for fish nets Part I Twines for gill nets
88	IS:4945(Part II)-1968	Specification for cotton twines for fish nets Part II Twines for trawl nets
89	IS:4947-1968	Specification for carbon dioxide cartridge for fire extinguishers
90	IS:4948-1968	Specification for welded steel wire fabric for general use
91	IS:4949-1968	Specification for 2-Amp switches for domestic and similar purposes
92	IS:4950-1968	Specification for bacon rashers, canned
93	IS:4952-1968	Methods for sampling of cotton-bales slivers and rovings
94	IS:4953-1968	Specification for wooden handles for hand hammers
95	IS:4954-1968	Recommendations for noise abatement in town planning
96	IS:4955-1968	Specification for synthetic detergents for household use
97	IS:4956-1968	Specification for synthetic detergents for industrial purposes
98	IS:4959-1968	Specification for raspatory, nasal, Howarth's
99	IS:4961-1968	Determination of particle size of powders by air elutriation methods
100	IS:4963-1968	Recommendations for buildings and facilities for the physically handicapped
101	IS:4965-1968	Specification for interlock knitted cotton vests
102	IS:4968(PartII)-1968	Method for subsurface sounding for soils Part II Dynamic method using cone and bentonite slurry
103	IS:4970-1968	Key for identification of commercial timbers
104	IS:4973-1968	Specification for badminton woollen balls
105	IS:4974-1968	Specification for grease nipples, small
106	IS:4975-1968	Specification for elevators, dental, No. 1, 2 and 3
107	IS:4976-1968	Specification for forceps, extraction, dental, upper anteriors, No. 1 and 2
108	IS:4977-1968	Specification for forceps, extraction, dental, lower molar, Hawk's bill No. 1
109	IS:4979-1968	Specification for table-tennis table
110	IS:4980-1968	Specification for clubs, Indian
111	IS:4982-1968	Specification for closing pins for foundry moulding boxes
112	IS:4986-1968	Code of practice for inssallation of raingauge (non-recording type) and measurement of rain

1	2	3
113	IS:4987-1968	Recommendations for establishing network of raingauge stations
114	IS:4994-1968	Specification for forceps, redressing Walsham's right, left and straightening
115	IS:4996-1968	Specification for reinforced concrete fence posts
116	IS:4998-1968	Criteria for design of reinforced concrete chimneys
117	IS:4999-1968	Recommendations for grouting of previous soils
118	IS:5003-1968	Specification for cadmium oxide for electroplating
119	IS:5004-1968	Specification for spoons cutting dental No. 1/2, 3/4 and 5/6
120	IS:5005-1968	Specification for burnisher dental No. brn 1/2
121	IS:5006-1968	Specification for battery terminal pliers
122	IS:5007-1969	Dimensions for Pallet trucks
123	IS:5008-1969	Data Sheet for industrial tractors
124	IS:5009-1968	Specification for Buchner funnels
125	IS:5010-1969	Specification for nylon fabric for heavy supply dropping parachutes
126	IS:5011-1968	Specification for Gooch crucibles
127	IS:5012-1968	Specification for cellulose film
128	IS:5013-1969	Specification for tooth-brush-holding terminal device for artificial limbs
129	IS:5014-1969	Specification for telephone-receiver holding device for artificial limbs
130	IS:5015-1969	Specification for knife-terminal device for artificial limbs
131	IS:5016-1969	Specification for safety-razor-holding device for artificial limbs
132	IS:5018-1968	Classification of hard coals by type
133	IS:5019-1968	Specification for lubricating plugs
134	IS:5020-1969	Specification for hematite pig iron
135	IS:5021-1969	Specification for de-resisting high silicon pig iron
136	IS:5024-1968	Specification for buffalo-butt leather for knee bushings
137	IS:5025-1969	Specification for gum karaya
138	IS:5053-1969	Dimensions for wrought copper and copper alloy rods for fasteners
139	IS:5063-1969	Specification for tun husk

[No. CMD/13:3.]

S.O. 3020.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955, as amended from time to time, the Indian Standards Institution hereby notifies that the licence No. CM/L-1502 particulars of which are given below, has been cancelled with effect from 1 July 1969.

Licence No. and date	Name & Address of the Licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
CM/L-1502 30-8-67	M/s New Metal Works, 56-E, Rasul Jiwa Compound, Clark Road, Jacob Circle, Bombay-11	18 litre Square tins	IS:916-1966 Specification for 18 litre Square tins (Revised)

[No. CMD/55:1502.]

A. K. GUPTA,
Deputy Director General, ISI

PRINTED BY THE GENERAL MANAGER, GOVERNMENT OF INDIA PRESS, MINTO ROAD, NEW DELHI AND PUBLISHED BY THE MANAGER OF PUBLICATIONS, DELHI, 1969